

RFP 15-041/Contract #00000000000000000000000013900

1. Duties of Contractor

Exhibit A = Market Basket List

Exhibit B = RFP Documents

Exhibit C = Response to RFP

Exhibit D = Manufacturer Warranty

A. Entities Eligible to Utilize Contract.

- ## 1. State Agency

As defined in IC 4-13-1, “state agency” means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government.

- ## 2. K-12Indiana

The Contractor shall extend the pricing and services under this Contract to all K-12 entities and work with Educational Service Centers (ESC) to provide access and the means to make purchases through the K-12Indiana purchasing portal which can be accessed at K12Indiana.com.

- ### 3. LibraryIndiana

The Contractor shall extend the pricing and services under this Contract to all Indiana Libraries and work with the State to provide access and the means to make purchases through the LibraryIndiana purchasing portal which can be accessed at LibraryIndiana.com.

- #### 4. Extension of Other Governmental Entities/OneIndiana

The Contractor shall extend the pricing and services under this Contract to all other governmental entities within the State of Indiana (“Governmental Entities”). Other Governmental Entities are defined as: An agency, board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: (1) The judicial branch (2) The legislative branch (3) A political subdivision (includes towns, cities, local governments, etc.) (4) A State educational institution.

5. Unless otherwise specified within this Contract, the term “Ordering Agency” shall refer to entities/procurement initiatives 1-4 as set forth in Section A, Entities Eligible to Utilize Contract. Ordering and/or usage instructions exclusive to State Agencies or Governmental Entities shall be identified within each article.

B. Restricted Items.

The Contractor shall not supply any items that are restricted and/or part of existing State of Indiana QPA’s or “state use” contracts unless authorized in writing by the State’s Contract Manager. Restricted categories included but not limited to: furniture, paint, computer hardware and peripherals, computer software, telephone and telephone accessories, food and beverages, general industrial supplies, safety and security supplies, tools, chemical (janitorial) supplies, cleaning products and supplies, paper products (bath tissue, paper towels and facial tissue), office supplies and office machine equipment.

C. Contract Implementation

The Contractor shall meet with the State and form an Implementation Plan timeline for the overall Contract Deployment. The Contractor shall customize the program to fit the State’s needs and desires for a successful program by meeting a minimum of one meeting per week during the implementation process.

1. Implementation Process

The Contractor shall complete the Implementation project in the following phases, and the Contractor shall provide a draft and final copy of the Project Management Plan to the State Account Manager:

a) Initiation

The Contractor shall ensure the needs of the State are adequately defined, by engaging with the State in High-level discussions on phase deliverables during Project Initiation and identify priorities that need to be completed through the implementation for a smooth transition. Additionally, the high-level barriers, potential problems, and roles and responsibilities of the project shall be summarized at this time.

b) Planning

The Contractor shall establish business and purchasing requirements and schedule of the project (including a list of deliverables and delivery dates). The Planning Phase shall involve identifying and documenting the project scope, tasks, schedules, risk, quality, and staffing needs. This identification process continues until all possible areas of the chartered project have been addressed.

c) Execution and Control

The Contractor’s implementation team shall carry out the project and perform project activities. The Contractor shall include Internal Quality Assurance (QA) testing on the purchasing process in this phase. Once the internal QA requirement has been satisfied, the Contractor shall offer the project to the State for testing. This process shall continue until the State is satisfied that the purchasing process meets the Contractor’s contractual obligations, as well as the specifications defined in the Project Management Plan.

d) Closing

The implementation team shall remain in place 30 days after the roll out date. The team shall continue to meet regularly to discuss: program success, improvement opportunities, end-user feedback, usage data, product changes, Contractor performance, future goals and objectives. The Contractor shall perform Project Closeout once all defined project objectives have been met and the State has accepted the final implementation of the Contract.

D. Account Management and Customer Service

a). Dedicated Account Manager – The Account Manager shall serve as the Central Point of Contact and have the authority to negotiate the Contract between the State and Contractor or the ability to communicate with the vendor's staff that has authority to negotiate Contract terms. In addition, the Account Manager shall assist with account implementation and maintenance throughout the life of this Contract. Daily inquiries such as product deliveries, missing orders, receiving an incorrect item, billing errors, and most customer-specific issues can be handled at the Dedicated Account Manager level. The Dedicated Account Manager has access to information, including, but not limited to, order status, delivery information, backorder information, contracted pricing, standard offering item availability, and product information. The Account Manager will be up to date on any and all changes with authorized dealers which have the potential to affect the State. All information will be conveyed to the Contract Manager via e-mail. Account Manager shall also actively market the products and services of this Contract to Governmental Entities and local schools under the K-12Indiana program. The Account Manager shall also work with the State Contract Manager on the details and management of the Savings Model.

b). Customer Service Team – The Customer Service Team shall be responsible for assisting the Ordering Agencies with any issues related to, but not limited to, product information, order status, delivery information, backorder information, contracted pricing, Market Basket item availability and ensuring service level compliance. The tasks listed in this paragraph can be absorbed by the Dedicated Account Manager in lieu of a Customer Service Team.

E. Shipping / Delivery.

The Contractor shall be able to deliver to all current and potential delivery sites within the State of Indiana and meet specified delivery requirements as well as delivery to all other Ordering Agency locations. There is no minimum order quantity required.

1. Delivery Timeframes

The Contractor shall fill all orders within ten (10) business days. The Contractor shall use commercially reasonable efforts to maintain an on-time delivery percentage of 99%.

2. Shipping Charges

The Contractor agrees that all prices include shipping and handling fees required to provide delivery to all State and Ordering Agency locations unless specifically

approved in writing by the State of Indiana Account Manager. The Contractor shall remain responsible for goods until the Ordering Agency takes possession.

3. Proof of Delivery

The Contractor shall provide proof of delivery for an order upon request from the Ordering Agency that shall include, but not limited to, the accepting individual's name, signature, delivery date, delivery time, and packing list.

4. Backorders

In the event that a product is backordered, partial shipments or shipment is delayed for any reason, the Contractor shall notify the Ordering Agency of such delay in the following ways:

- a) A backordered item(s), item number (s), and expected delivery date(s) shall be annotated on the email order confirmation.
- b) A backordered item(s) shall be annotated on the packing list that the Ordering Agency receives with the order and include the expected delivery date(s).

The Contractor shall then work to fill the backorder. If the Contractor's system is unable to fill a line, the Contractor's local purchasing group shall source the backordered item. If an item is discontinued, or unavailable, the Contractor shall call the Ordering Agency and given a choice of canceling the order, or a like-for-like alternate.

F. Returns

Goodyear will accept returns if:

- A tire is defective, in which case the tire will be replaced with a new product and/or adjustment made as per conditions of the warranty. All tires are covered by the Goodyear Limited Warranty program.
- An incorrect tire is delivered in error and/or damaged in delivery, in which case a credit will be issued by Goodyear.

For all products the Contractor shall accept returns from Ordering Agency within thirty (30) business days of receipt of product. For all returns, Contractor shall provide full credit or full refund to Ordering Agency, whichever an agency requests, within thirty (30) business days. With the exception of damaged or defective items, Ordering Agencies shall use best efforts to return products in original packaging (including manuals and all parts), in resalable condition and a copy of the packing list. Without a packing list, items will be eligible for an exact-item exchange or merchandise credit. Product returns shall be processed by calling Customer Service or filling out the return request form provided by the Contractor. The product will then be added for pick up on the next scheduled delivery day. The Contractor shall credit all returns to the Ordering Agency within fifteen (15) business days of receipt.

1. Damaged Freight, Error in Shipment, Defective Items

The Contractor shall pay and arrange for all shipping and handling charges for items returned because of freight damage or error in shipment. Ordering Agencies shall be credited the full amount of all items returned. All credits shall be made to the account codes used to purchase the returned items. If the order

had multiple account codes, the Ordering Agency shall instruct the Contractor to which code or codes the credit shall be assigned. The Contractor shall issue credit within fifteen (15) business days once item has been returned to Contractor's warehouse.

2. Restocking Fee

Contractor shall not impose a return or restocking fee on Ordering Agencies for items that have been returned in accordance with the Returns section.

G. Reporting/Metrics

The Contractor shall provide the State and Ordering Agencies monthly, quarterly, ad-hoc reporting, and report customization at no cost for the duration of the Contract upon State Agency request. Ad-hoc and customized reporting shall be provided within 5 business days.

H. Warranty

All tires are covered under warranty as defined by the Manufacturer's Warranty Guide outlined in **Exhibit D**. The warranty is included in the cost of the tires as outlined in the Cost Proposal in **Exhibit B**.

I. Security

All Tire and Tire Services authorized dealer locations will require proof of identification from state employee's prior to procuring services/products. Identification can be inclusive of but not limited to, State Employee I.D., Driver's License and or a letter from the purchasing state agency which identifies the employee and the products they intend to purchase.

2. Consideration

Total remuneration under this Contract shall not exceed \$1,800,000.00.

3. Term

This Contract shall be effective for a period of one (1) year with the option to renew by mutual agreement for three (3) additional years in one (1) year increments under the same terms and conditions. Renewals are subject to the approval of the Department of Administration and the State Budget Agency. The initial contract term shall commence on 08/01/2015 and shall remain in effect through 07/31/2016.

4. Access to Records

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Assignment of Antitrust Claims

Deleted by mutual agreement

7. Audits

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, et. seq. and audit guidelines specified by the State.

The State considers the Contractor to be a "vendor" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the Contractor shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. The Contractor agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

8. Authority to Bind Contractor

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws

- A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any

payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by IC §5-22-3-7:
 - 1. The Contractor and any principals of the Contractor certify that:
 - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) The Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
 - 2. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
- I. As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14 including termination of this Contract, denial of future state contracts, as well as an imposition of a civil penalty.

11. Condition of Payment

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this

Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information.

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
 - 1. Furnish phase-in training; and
 - 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
 - 1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
 - 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension

The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

- C. If a party to the Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party shall submit the dispute in writing according to the following procedure:

The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive administrative decision unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

- D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

17. Drug-Free Workplace Certification

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification

As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- D. The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option

If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance

If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance

The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Information Technology Enterprise Architecture Requirements

If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

27. Insurance

A. The Contractor and their subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence and which limits may be provided through any combination of self-insured retentions and/or excess liability insurance. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory

requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless in accordance with the indemnification provisions of this contract. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract shall not be canceled or materially modified without thirty (30) days' prior written notice to the undersigned State agency.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance to the State before the commencement of this Contract.

28. Key Person(s)

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are Debbie Frear.

29. Licensing Standards

The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or

subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

30. Merger & Modification

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

31. Minority and Women's Business Enterprises Compliance

Award of this Contract was based, in part, on the MBE/WBE participation plan. The following certified MBE or WBE subcontractors will be participating in this Contract:

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
None					0.000

A copy of each subcontractor agreement must be submitted to IDOA's MBE/WBE Division within thirty (30) days of the effective date of this Contract. Failure to provide a copy of any subcontractor agreement will be deemed a violation of the rules governing MBE/WBE procurement, and may result in sanctions allowable under 25 IAC 5-7-8. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA's MBE/WBE Division before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to MBE/WBE Division subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." MBE/WBE Division subcontractor payments shall also be reported to the Division as reasonably requested and in a format to be determined by Division.

32. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this

paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

33. Notice to Parties

Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

Notices to the State shall be sent to:

Adam French
Indiana Department of Administration
402 W. Washington Street, Room W468
Indianapolis, IN 46204

Notices to the Contractor shall be sent to:

Debbie Frear
The Goodyear Tire & Rubber Com
200 Innovation Way
Akron, OH 44316

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

34. Order of Precedence; Incorporation by Reference

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) RFP#15-041, (4) Contractor's response to RFP#15-041, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

35. Ownership of Documents and Materials

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided while the materials are

in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the work product during the term of this Contract.

36. Payments

- A. All payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- B. The State Budget Agency and the Contractor acknowledge that Contractor is being paid in advance for the maintenance of equipment and / or software. Pursuant to IC §4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

37. Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

38. Progress Reports

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

39. Public Record

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

40. Renewal Option

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

41. Severability

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

42. Substantial Performance

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

43. Taxes

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

44. Termination for Convenience

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

45. Termination for Default

- A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:
 - 1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
 - 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 - 3. Make progress so as to endanger performance of this Contract; or

4. Perform any of the other provisions of this Contract.
- B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
 - C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
 - D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

46. Travel

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

47. Indiana Veteran's Business Enterprise Compliance.

Award of this Contract was based, in part, on the Indiana Veteran's Business Enterprise ("IVBE") participation plan. The following IVBE subcontractors will be participating in this Contract:

IVB	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATI ON DATE	PERCENT
None					0.000

A copy of each subcontractor agreement shall be submitted to IDOA within thirty (30) days of the request. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA before changing the IVBE participation plan submitted in connection with this Contract.

The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA.

48. Waiver of Rights

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the 2014 OAG/ IDOA Professional Services Contract Manual) in any way except for the following clauses which are named below: _____

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

THE GOODYEAR TIRE & RUBBER CO.

Indiana Department of Administration

By:

By:

Title: Channel Manager, Government Sales

Title:

Date: July 17, 2015

Date:

Approved by: Department of Administration By: (for) Jessica Robertson, Commissioner <i>This document will be reviewed and approved electronically. Please refer to the final page of the Executed Contract for details.</i>	
Approved by: State Budget Agency By: (for) Brian E. Bailey, Director <i>This document will be reviewed and approved electronically. Please refer to the final page of the Executed Contract for details.</i>	Approved as to Form and Legality: Office of the Attorney General By: (for) Gregory F. Zoeller, Attorney General <i>This document will be reviewed and approved electronically. Please refer to the final page of the Executed Contract for details.</i>

Exhibit A: Market Basket List

MARKET BASKET – ITEM DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT PRICE	EXTENDED PRICE	MODEL NUMBER
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Passenger Tires

Unisteel Radial Light Truck (URLT) D/139				
225/70R195 F G622	69	296.90	\$20,486.10	139418205
225/70R195 F G647	36	293.03	\$10,549.08	139418053
225/70R195 G G622	42	302.97	\$12,724.74	139172205
LT235/85R16G G614	21	242.26	\$5,087.46	139229099
Total Unisteel Radial Light Truck (URLT) D/139	168		\$48,847.38	

Police				
P225/60R16 97V S2	435	89.00	\$38,715.00	732354500
P225/60R18 99W SL	2,800	123.00	\$344,400.00	732312500
P235/50R18 99W XL	36	124.00	\$4,464.00	732276500
P235/55R17 98W S2	3,181	109.00	\$346,729.00	732297500
P265/60R17 108V SL	391	125.00	\$48,875.00	732301500
P265/70R17 113S S2	160	109.38	\$17,500.80	410422177
Total Police	7,003		\$800,683.80	

Auto				
205/65R15 94H	44	68.83	\$3,028.52	738403571
205/65R15 94H SL	227	84.81	\$19,251.87	413403329
205/65R15 94V SL	250	68.83	\$17,207.50	407478374
215/55R17 94V SL	30	77.72	\$2,331.60	407213374
215/60R16 95H SL	39	71.97	\$2,806.83	738704571
215/60R16 95V	246	75.09	\$18,472.14	738571571
215/70R15 98S SL	84	59.00	\$4,956.00	402282047
215/70R15 98T	45	60.00	\$2,700.00	407783374
P205/60R16 91T SL	36	66.88	\$2,407.68	407212374
P205/60R16 91H	51	77.16	\$3,935.16	738057571
P205/60R16 91V SL	20	87.00	\$1,740.00	399543349
P205/65R15 92T S1	27	65.00	\$1,755.00	402406477
P215/55R17 93V S2	20	121.47	\$2,429.40	732262500
P215/60R16 94H SL	53	71.97	\$3,814.41	738638571
P225/60R17 98S SL	24	85.00	\$2,040.00	402541477
ST205/75R14C	56	78.50	\$4,396.00	762176406
ST205/75R15C	74	79.66	\$5,894.84	762171406
ST225/75R15D	42	91.75	\$3,853.50	762173406
Total Auto	1,368		\$103,020.45	

Exhibit A: Market Basket List

MARKET BASKET – ITEM DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT PRICE	EXTENDED PRICE	MODEL NUMBER
Light Truck Radial				
205/75D14 C	30	78.50	\$2,355.00	762176406
205/75D15 C	20	79.66	\$1,593.20	762171406
215/75D14 C	24	85.13	\$2,043.12	762177406
225/75D15 D	20	91.75	\$1,835.00	762173406
265/70R17 115S SL	20	114.25	\$2,285.00	754154371
235/75R17 109T SL	20	130.00	\$2,600.00	758089572
LT225/75R16E	89	109.43	\$9,739.27	744830900
LT225/75R17	20	NO BID	NO BID	NO BID
LT235/75R15 104/101Q C	76	130.28	\$9,901.28	312008027
LT235/80R17 120/117Q E	20	166.82	\$3,336.40	312032142
LT235/80R17 120/117R E	40	140.53	\$5,621.20	179136436
LT235/85R16 120/116R E	53	131.19	\$6,953.07	179745217
LT235/85R16E	52	126.19	\$6,561.88	744725502
LT245/70R17 119/116Q E	67	143.72	\$9,629.24	268598372
LT245/70R17 119/116R E	102	148.60	\$15,157.20	179469492
LT245/75R16 108/104Q C	21	130.41	\$2,738.61	312008027
LT245/75R16 120/116Q E	44	119.69	\$5,266.36	744395900
LT245/75R16 120/116R E	238	125.69	\$29,914.22	179747217
LT245/75R16 120/116R E	109	125.69	\$13,700.21	179747217
LT245/75R17 121/118Q E	64	166.69	\$10,668.16	312023027
LT245/75R17 121/118R E	266	144.82	\$38,522.12	742363334
LT265/70R17 112/109Q C	41	169.38	\$6,944.58	179686217
LT265/70R17 121/118Q E	50	149.38	\$7,469.00	179686217
LT265/70R17 121/118R E	136	149.38	\$20,315.68	742535334
LT265/70R17 121/118S E	63	160.28	\$10,097.64	179696217
LT265/70R17 121P E	20	148.13	\$2,962.60	357368294
LT265/70R17 121Q E	44	151.72	\$6,675.68	268289372
LT265/70R17 E	65	148.13	\$9,628.45	357368294
LT265/70R18 124/121S E	54	175.88	\$9,497.52	748661571
LT265/75R16 112/109Q C	82	141.44	\$11,598.08	312018027
LT265/75R16 123/120R E	35	153.47	\$5,371.45	748746572
LT275/70R18 125/122R E	20	175.75	\$3,515.00	179646492
P225/70R15 100S S2	810	85.88	\$69,562.80	183482418
P235/70R16 104S S2	79	92.00	\$7,268.00	402027477
P235/70R16 104T	58	100.50	\$5,829.00	754442516
P235/75R15 105S S2	20	78.13	\$1,562.60	139719568
P235/75R17 108S SL	50	117.32	\$5,866.00	183539418
P245/65R17 105T SL	63	118.19	\$7,445.97	741494333
P245/70R17 108S S2	120	99.66	\$11,959.20	183114470
P245/70R17 108T SL	30	115.99	\$3,479.70	755056383
P255/70R16 109S S2	20	93.75	\$1,875.00	137840039
P265/70R17 113R S2	53	114.78	\$6,083.34	183106418
Total Light Truck Radial	3,308		\$395,427.83	

Exhibit A: Market Basket List

SERVICES			
Tire Disposal - Passenger Tires			
Fee	11,847	\$ 2.00	\$23,694.00
Credit	11,847		\$0.00
Total Passenger Tires			\$1,371,673.46

Special-Use Tires

Medium Commercial Radial				
10R22.5 G	20	407.61	\$8,152.20	138953265
11R225 H SP431A	390	331.81	\$129,405.90	271127773
11R225 H G182	184	435.70	\$80,168.80	138803185
11R225 H SP160	22	294.28	\$6,474.16	271108673
11R225 G G182	22	427.16	\$9,397.52	138802111
11R225 G G622	26	407.61	\$10,597.86	138953265
215/75R175 H G114	24	344.08	\$8,257.92	756246567
255/70R225 H G316	20	341.58	\$6,831.60	756067263
315/80R22.5 L SP345	309	494.49	\$152,797.41	271113472
Total Medium Commercial Radial	1,017		\$412,083.37	

SERVICES			
Tire Disposal - Special-Use Tires			
Fee	1,017	\$ 10.00	\$10,170.00
Credit	1,017		\$0.00
Total Special-Use Tires			\$422,253.37

Total Tire Spend

\$1,793,926.83

Exhibit A: Market Basket List

SERVICES		
ITEM DESCRIPTION	UNIT PRICE	ADDITIONAL NOTES
Tire Mounting - Automotive	NO COST	040-103
Tire Mounting - Light Truck	\$8.00	040-107
Tire Balancing	\$10.95	044-263
Wheel Alignment	69.95/74.95	2/4 wheel 078-157/078-162
Rotate Tires	\$3.50	046-161
Wheel Balancing, Wheel Weights	\$10.95	044-263
Valve Stems	3.00/6.75	Rubber/metal 041-263/041-206
Tire Tax	\$0.25	

CATALOG DISCOUNT PRICING - ALL OTHER TIRE ITEMS AVAILABLE		
TIRE CATEGORY	% OFF LIST PRICE	ADDITIONAL NOTES
Police Auto	51.00%	Cost proposal tab contains non police tires. Those tires will discounted under appropriate category
Auto Radial	50.00%	
Light Truck Bias	NO BID	
Light Truck Radial	50.00%	
Unisteel RLT D/139	46.00%	On Cost Proposal, these are classified as Passenger Tires in error and should be under Unisteel RLT D/139 or Special Use Tires
Medium Commercial Radial	46.00%	
Off the Road Truck Bias	28.00%	
Off the Road Truck Radial	28.00%	

Exhibit A: Market Basket List

RFP 15-041

Special Use Tires – Specifications

Attachment H

.SPECIAL USE TIRES – MINIMUM REQUIREMENTS	ENTER YES OR NO
All of the following tires shall have superior puncture, chipping, and tearing protection.	Yes
All tires shall be new no retreads will be accepted.	Yes
All tires shall have heavy duty side walls.	Yes

TIRE SPECIFICATIONS

1. 10R22.5 G



	<p>Tire shall have Tread pattern that matches Tread depicted in this section. Rated for a minimum of 75 MPH. Tire shall have a minimum Load Range G. Aggressive non direction tread pattern designed for on and off road use. Tire shall provide superior traction in Mud and Snow.</p>
	<p>Tire Make : _____ Goodyear p/c 138953265 _____ Tire Model : _____ G G622 RSD _____ Describe Tire Warranty : _____ See Attached _____ Describe additional attributes: _____</p> <p style="text-align: center;">Features</p> <ul style="list-style-type: none">• Aggressive blading• Tie-barred shoulders• Increased wearable tread rubber• Unisteel® construction <p style="text-align: center;">Benefits</p> <ul style="list-style-type: none">• Helps provide outstanding traction.• Enhance handling and help deliver even wear.• Helps enhance mileage.• Enhances toughness and retreadability.

Exhibit A: Market Basket List

RFP 15-041

Special Use Tires – Specifications

Attachment H

2. 11 X R22.5 H SP431A



	<p>Tire shall have Tread pattern that matches Tread depicted in this section. Rated for a minimum of 65 MPH. Tire shall have a minimum Load Range H. Aggressive non direction tread pattern designed for on and off road use. Tire shall provide superior traction in Mud and Snow.</p>
	<p>Tire Make : <u>Dunlop P/C 271127773</u> Tire Model : <u>SP431A TL</u> Describe Tire Warranty : <u>See Attached</u> Describe additional attributes: _____</p> <p style="text-align: center;">Features</p> <ul style="list-style-type: none">• Deep lug block tread design• Precision-angled tread elements• Tie bar reinforced shoulder <p style="text-align: center;">Benefits</p> <ul style="list-style-type: none">• For the drive position.• Help provide superb traction, low noise and even wear.• Helps promote even wear and enhanced performance in both single- and twin-screw operations.

Exhibit A: Market Basket List

RFP 15-041

Special Use Tires – Specifications

Attachment H

3. 11 X R22.5 H G182



Tire shall have Tread pattern that matches Tread depicted in this section.
Rated for a minimum of 65 MPH.

Tire shall have a minimum Load Range H.

Aggressive non direction tread pattern designed for on and off road use. Tire shall provide superior traction in Mud and Snow.

Tire Make : Goodyear 138803185

Tire Model : H G182 RSD

Describe Tire Warranty : See Attached

Describe additional attributes: _____



Features

- Non-directional tread design
- Enhanced rubber volume
- Open lug design
- Tie-bar shoulder and bladed tread pattern
- Deep 28/32" tread depth

Benefits

- For uniform footprint.
- Means many miles to removal.
- Helps provide traction in wet or snowy conditions.
- Help deliver long, even wear.
- Helps enhance traction.

Exhibit A: Market Basket List

RFP 15-041

Special Use Tires – Specifications

Attachment H

4. 11R225 H SP160



	<p>Tire shall have Tread pattern that matches Tread depicted in this section. Rated for a minimum of 60 MPH. Tire shall have a minimum Load Range H. All position tire with Steel-Axle Capability to offer toughness and retread ability. For over the Highway Use, enhanced profile & tread radius for long mileage and even tread wear for low cost operation.</p>
	<p>Tire Make : <u>Dunlop 271108673</u> Tire Model : <u>H SP160</u> Describe Tire Warranty : <u>See Attached</u> Describe additional attributes: _____</p> <p style="text-align: center;">Features</p> <ul style="list-style-type: none">• Steel belt package• Fuel-efficient casing• Enhanced profile and tread radius• Hard-rubber bead chafer <p style="text-align: center;">Benefits</p> <ul style="list-style-type: none">• Offers toughness and retreadability.• Helps promote many miles per gallon.• Help promote long mileage and even tread wear for low-cost operation.

Exhibit A: Market Basket List

RFP 15-041

Special Use Tires – Specifications

Attachment H

5. 11R225 G G182



	<p>Tire shall have Tread pattern that matches Tread depicted in this section. Rated for a minimum of 60 MPH. Tire shall have a minimum Load Range G All position tire with Steel-Axle Capability to offer toughness and retread ability. For over the Highway Use, enhanced profile & tread radius for long mileage and even tread wear for low cost operation.</p>
	<p>Tire Make : <u>Goodyear 138802111</u> Tire Model : <u>G G182</u> Describe Tire Warranty : <u>See Attached</u> Describe additional attributes: _____</p> <p style="text-align: center;">Features</p> <ul style="list-style-type: none">• Non-directional tread design• Enhanced rubber volume• Open lug design• Tie-bar shoulder and bladed tread pattern• Deep 28/32" tread depth <p style="text-align: center;">Benefits</p> <ul style="list-style-type: none">• For uniform footprint.• Means many miles to removal.• Helps provide traction in wet or snowy conditions.• Help deliver long, even wear.• Helps enhance traction.

Exhibit A: Market Basket List

RFP 15-041

Special Use Tires – Specifications

Attachment H

6. 11R225 G G622


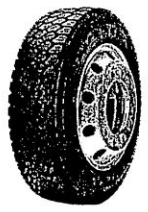
	<p>Tire shall have Tread pattern that matches Tread depicted in this section. Rated for a minimum of 60 MPH. Tire shall have a minimum Load Range G. All position tire with Steel-Axle Capability to offer toughness and retread ability. For over the Highway Use, enhanced profile & tread radius for long mileage and even tread wear for low cost operation.</p>
	<p>Tire Make : <u>Goodyear 138953265</u> Tire Model : <u>G G622</u> Describe Tire Warranty : <u>See Attached</u> Describe additional attributes: _____</p> <p style="text-align: center;">Features</p> <ul style="list-style-type: none">• Aggressive blading• Tie-barred shoulders• Increased wearable tread rubber• Unisteel® construction <p style="text-align: center;">Benefits</p> <ul style="list-style-type: none">• Helps provide outstanding traction.• Enhance handling and help deliver even wear.• Helps enhance mileage.• Enhances toughness and retreadability.

Exhibit A: Market Basket List

RFP 15-041

Special Use Tires – Specifications

Attachment H

7. 215/75R175 H G114



	<p>Tire shall have Tread pattern that matches Tread depicted in this section. Rated for a minimum of 70 MPH. Tire shall have a minimum Load Range H. Tire shall be 16 Ply Tire shall have an all season 5 Rib tread design that provides wet and dry road traction</p>
	<p>Tire Make : <u>Goodyear 756246567</u> Tire Model : <u>H G114</u> Describe Tire Warranty : <u>See Attached</u> Describe additional attributes: _____</p> <p style="text-align: center;">Features</p> <ul style="list-style-type: none">• Solid, rounded shoulder ribs• Deep, five-rib tread design <p style="text-align: center;">Benefits</p> <ul style="list-style-type: none">• Enhance rib stability to promote even wear.• Enhances lateral traction on wet and dry surfaces.

Exhibit A: Market Basket List

RFP 15-041

Special Use Tires – Specifications

Attachment H

8. 255/70R225 H G316

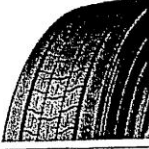

	<p>Tire shall have Tread pattern that matches Tread depicted in this section. Tire shall be rated for a minimum of 81 MPH. Tire shall have a minimum Load Range of H. Tire tread pattern shall be such as to provide superior traction on wet, snowy or dry roads. Tire shall have two wide circumferential grooves and lateral grooves</p>
	<p>Tire Make : <u>Goodyear 756067263</u> Tire Model : <u>H G316</u> Describe Tire Warranty : <u>See Attached</u> Describe additional attributes: _____</p> <p style="text-align: center;">Features</p> <ul style="list-style-type: none">• Fuel Max Technology• 12/32" tread depth• All-steel, four-belt package• Solid shoulder rib and uniquely shaped pressure distribution groove• Two wide circumferential grooves and lateral grooves <p style="text-align: center;">Benefits</p> <ul style="list-style-type: none">• Helps use less fuel to go the same distance.• Helps reduce pressure on the tread and offers toughness for low rolling resistance and long tire life.• Help minimize shoulder wear for many miles to removal.• Help deliver all-season performance on wet, snowy or dry roads.

Exhibit A: Market Basket List

RFP 15-041

Special Use Tires – Specifications

Attachment H

9. 315/80R22.5 L SP345



	<p>Tire shall have Tread pattern that matches Tread depicted in this section. Tire shall be rated for a minimum of 65 MPH. Tire shall have a minimum Load Range of L. Tire shall be designed for local and high way driving with a high scrub resistance. Tire tread pattern shall be such as to provide superior traction on wet and dry roads. Tire shall have a 5 rib tread design with an open shoulder.</p>
	<p>Tire Make : <u>Dunlop 271113472</u> Tire Model : <u>L SP345</u> Describe Tire Warranty : <u>See Attached</u> Describe additional attributes: _____</p> <p style="text-align: center;">___ Features</p> <ul style="list-style-type: none">• Five-rib tread design• All-steel casing <p style="text-align: center;">Benefits</p> <ul style="list-style-type: none">• For excellent wet and dry traction.• Helps enhance toughness and retreadability. <p>_____</p>

Exhibit B: RFP Documents



STATE OF INDIANA

02/17/2015

**Request for Proposal 15-041
Addendum #1**

INDIANA DEPARTMENT OF ADMINISTRATION

**On Behalf Of
ALL STATE AGENCIES**

**Solicitation For:
Tires and Tire Services**

Response Due Date: March 10th, 2015 by 3:00pm EST

Eric Klinefelter, Strategic Sourcing Analyst
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W478
Indianapolis, Indiana 46204

Exhibit B: RFP Documents

Summary of Changes:

Below is a list of changes to the RFP documents along with a description of the change:

- RFP Document – Section 1.14 TYPE AND TERM OF CONTRACT
 - Change – The term of the contract is for a period of 1 year from the date of the contract execution. There may be three (3) one-year renewals for a total of four (4) years at the State's option.
- Attachment D – Cost Proposal Template for Instructions tab
 - Change – The language for item number 2, under the Notes section has been changed to correlate with the other RFP documents. The language now reflects the correct attachment (H) for Special Use Tires Specifications.

Exhibit B: RFP Documents



STATE OF INDIANA

02/19/2015

**Request for Proposal 15-041
Addendum #2**

INDIANA DEPARTMENT OF ADMINISTRATION

**On Behalf Of
ALL STATE AGENCIES**

**Solicitation For:
Tires and Tire Services**

Response Due Date: March 10th, 2015 by 3:00pm EST

Eric Klinefelter, Strategic Sourcing Analyst
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W478
Indianapolis, Indiana 46204

Exhibit B: RFP Documents

Summary of Changes:

Below is a list of changes to the RFP documents along with a description of the change:

- Attachment D – Cost Proposal Template
 - Change – The tire disposal fee and tire disposal credit has been split between Passenger Tires and Special-Use Tires. There is also updated language in the “Instructions” tab that reflects the split of the tire disposal fee and the tire disposal credit. A new attachment D has been posted to the IDOA website. Please use the updated cost proposal document (Attachment D) when you submit your proposal.

Exhibit B: RFP Documents

RFP 15-041 Attachment G Question and Answer Document

4	DOC NAME (RFP, or Attachment)	PAGE # OR SECTION #	QUESTION #	RESPONDENT'S QUESTION	STATE'S RESPONSE
1	General Info	Page 3 of 34	1	Will the state allow a no bid for a category of tires?	The "Instructions" tab of the cost proposal (Attachment D) states the following: "A respondent must bid on all line items within the category. If a respondent does not manufacture a tire requested in the market basket items, enter "SQ" in unit price column and "no bid" in the manufacturer column. Respondents will not be disqualified for not manufacturing a tire size requested by the state. Furthermore, the respondent must provide pricing for all services and open catalog categories. If a respondent offers additional services, please provide those for review by the state."
2	General Info	Page 5 of 34	2	Will the state allow for teleconferencing to cover quarterly meetings?	Although face-to-face meetings are preferred, teleconferencing is acceptable as long as the selected bidder provides a teleconferencing phone number.
3	General Info	Page 8 of 34	3	Is the bid opening, open to the bidder?	No, the opening of proposals are not open to respondents. The proposals will be checked in by IDOA staff before 3 pm. All proposals that arrive before the 3 pm deadline on March 10th, 2015 will then be given to the sourcing analyst, to begin evaluation.
4	General Info	Page 11 of 34 and 1 of 23 from the RFP	4	Term of contract- Is it 2 year or 1 year. Discrepancy between documents 1.14 General Info and 1. of 23 RFP, Page 5 - Terms states 1 year	The state desires to establish a 1 year contract term with the option to renew for an additional 1 year, up to 4 years total. An addendum will be posted that will correlate the terms in the RFP document.
5	General Info	1.20 Equal Opportunity Commitment	5	Subcontractor Commitment Form. Can bidder obtain an exemption from this requirement?	All information for obtaining an exemption should be made to the MWBE department. Below is a link that will provide you with the contact information of the MWBE department. http://www.in.gov/idoa/mwbe/2515.htm
6	General Info	1.22 Indiana Veterans Business	6	Subcontractor Commitment Form. Can bidder obtain an exemption from this requirement?	Response for this question is the same response above, for question 5.

Exhibit B: RFP Documents

7	General Info	2.3.9 Subcontractors	7	Can bidder make changes to the language within this area	No. Respondents should not change either the formatting or structure of RFP, or any other documents, as this could result in an incorrect analysis of the proposal and disqualification of the Respondent.
8	General Info	2.4.1 e-Procurement	8	Is it mandatory for bidder to comply with e-procurement and allow for Punch-Out?	All bidders must comply with the state's e-procurement process. Although a punch-out is desired, it is not required.
9	General Info	Cost Proposal	9	Can bidder NO-Bid a Market Basket Item?	Response for this question is the same response above, for question 1.
10	RFP	C Contract Implementation	10	Can meeting be through teleconferencing?	At least one (1) face-to-face meeting is required during contract implementation.
11	RFP	2. Consideration	11	Please explain this clause?	Consideration is a definite amount at a certain rate with a ceiling limitation (per hour, per deliverable, per day, etc.). IDOA requires a not-to exceed figure on total payments when a rate system is used.
12	RFP	3. Terms	12	Differs from General Info page 11 of 34?	Response for this question is the same response above, for question 4.
13	RFP	27 Insurance	13	Will the state review request to change Insurance requirements?	Yes. The Insurance Clause can be reviewed with the awarded Vendor during contract negotiations.
14	RFP	40 Renewal Options	14	Are all renewal open mutually agreed on by both parties?	All contract renewals are open to re-negotiation and require acceptance by both parties.
15	General Info	Page 12 of 23 Insurance	15	Please confirm that items 4 through 7 does not apply to this bid	Items 4 through 7 of the Insurance Clause can be reviewed between the State's Contract Manager and the Awarded Vendor during Contract Negotiations.

Exhibit B: RFP Documents

16	Attachment H	Specialty Tires	16	Does RFP allow for subbing and/or no bidding on Attachment H	Tires can be subbed out as long as they meet the required tire specifications. The "Instructions" tab of the cost proposal (Attachment D) states the following: "A respondent must bid on all line items within the category. If a respondent does not manufacture a tire requested in the market basket items, enter 'SQ' in unit price column and 'no bid' in the manufacturer column. Respondents will not be disqualified for not manufacturing a tire size requested by the state." It also states, "All items proposed for the special-use tires must meet or exceed the specifications noted in Attachment H, Special-Use Tire Specifications."
17	Pricing Catalog	pages 1 and 2 of 3	17	can items be subbed and/or can we NO Bid in the case that a tire is no longer being produced because of demand reduction in a size	Tires can be subbed out as long as they meet the required specifications. The "Instructions" tab of the cost proposal (Attachment D) states the following: "A respondent must bid on all line items within the category. If a respondent does not manufacture a tire requested in the market basket items, enter 'SQ' in unit price column and 'no bid' in the manufacturer column. Respondents will not be disqualified for not manufacturing a tire size requested by the state."
18	Pricing Catalog	pages 1 and 2 of 3	18	There are sizes on the pricing catalog that are not a size that exist or that we make. Again is it ok to No Bid or do you want to know which line item/sizes these are so that you can delete or modify?	Response for this question is the same response above, for question 1.
19	Pricing Catalog	pages 1 and 2 of 3	19	Some line items have the incorrect description/load range ie LT775/70R18 125/122R E	There were no errors found in line items description/load range.

Exhibit C: Response to RFP

The Goodyear Tire & Rubber Company

Akron, Ohio 44316-0001

GOVERNMENT SALES DEPARTMENT

March 6, 2015
Transmittal letter
RFP 15-041

The Goodyear Tire & Rubber Company explicitly acknowledges the purpose for RFP-041, bid for tires and tire related service. We fully understand that this bid is to supply tires and service to the State of Indiana and Political Sub-Divisions towards their needs of tires.

Goodyear will be utilizing our network of local authorized supply points in the State of Indiana and State of Ohio to handle all tire related service needs of the state and political sub divisions. All billing for the State of Indiana agencies will be billed by The Goodyear Tire & Rubber Company's (Akron Billed) corporate office, Akron Ohio.

The Goodyear Tire & Rubber Company has been fortunate to have been the Sole awarded vendor for the last two contracts for the State of Indiana. Goodyear serviced the needs of all agencies, State and Political-Sub Divisions to the best of our ability and knowledge over the last two contracts and over more than 8 years. Goodyear has supplied tires to the State of Indiana for over 40 plus years, under various contracts. Goodyear and our Authorized Supply Points have taken great pride with their efforts in building strong relationships and understanding all agency needs in utilizing the tire contract.

The principal Contact for the proposal is as follows:

Debbie Frear, Contract Manager
The Goodyear Tire & Rubber Company
200 Innovation Way D/709
Akron, Ohio 44316-0001
E-Mail Debbie_Frear@Goodyear.com
Web Address www.Goodyear.com/gov
Phone 330-796-4603
Fax 330-796-3404
Toll Free 888-453-0021 Option 2, 2

The State will be notified of any changes in principal contact information as needed.

Goodyear utilizes 170+ Authorized Supply points (dealers) in the State of Indiana and State of Ohio that service the State of Indiana. All locations, approved by Goodyear, have the ability to supply tires and tire related services to the State and Political Sub Divisions. Along with satisfying the state's needs for tires and tire related service the supply points can also supply garage service as needed by the state.

Goodyear will keep the state updated on all Authorized Supply Points concerning any change in address, opening or closing of locations as they are approved by Goodyear.

Goodyear is able to create an e-Procurement Catalog (as an Excel or a CIF File) with the State's required fields using the information provided on the current One Indiana documents and reports. We do not have the ability to use a punch out through your purchasing system. We feel this does not work for tire contracts because agencies will need the service of the Authorized Dealer to advise the agency of tire and service needs. This contract cannot be handled through a punch-out website.

Exhibit C: Response to RFP

Goodyear understands the need of reviewing the quality of service provided to the state by our Authorized Supply Points. We look forward to the opportunity to continue to provide tires and tire related service to the state's agencies and make suggestions as to how to better serve the state. As mentioned in 1.4.1 Service Level Agreements (SLA's), Goodyear agrees to quarterly meetings via teleconference. Goodyear agrees to the Catalog Accuracy SLA, supplying updated catalogs as required. If additional SLA's are developed, Goodyear will review and advise the state of any issues concerning compliance.

Goodyear is registered with the Buy Indiana (#4), A business that makes an Economic Impact in the State of Indiana (See State Form 51778 (RA / 1-06)

Goodyear will offer the state best and final offer at time of bid and has verified that we are current with our registrations and with the State Procurement Division, Secretary of State and any taxes, permit fees and other required payments to the state. We are unaware of any current and/or outstanding criminal, civil, or enforcement actions initiated by the State at time of this bid.

Goodyear has reviewed the Equal Opportunity Commitment and determined that we have no Indiana suppliers on our current MBE/WBE/VET listing. Goodyear has a proactive MBE/WBE sourcing program and is a corporate member of the National Minority Supplier Development Council (NMSDS). Goodyear has an annual commercial subcontracting plan with the US Government, which includes spending targets with small business entities, including veteran-owned small businesses, service disabled veteran-owned small businesses, small disadvantaged businesses, women-owned small businesses, hub-zone small businesses and historically black colleges & universities / minority institutions. The spend results are reported to the US Government annually.

Exceptions to the Business Proposal 2, 3 section 2.3.9 Subcontractors.
2.3.9, as Goodyear will not use any Subcontractors in Goodyear's performance under this Agreement. Goodyear will use either its own retail delivery points or independent dealers, which the State agrees are not Subcontractors under this Agreement. To the extent Goodyear utilizes any Subcontractors under this Agreement, Goodyear agrees that Section 2.3.8, and all other aspects of this agreement, apply to those Subcontractors.

Exceptions to Contract Terms and Conditions:

Page 2 of 23 C Contract Implementation 1.D Account Management and Customer Service.

Debbie Frear will be the Dedicated Account Manager, responsible for the Account Management and Customer Service. Debbie's delegation does not give her the authority to negotiate the contract but she will have the close support of her upper management to discuss any negotiations that will take place.

Page 4 of 23 F Returns

Tires delivered by Third Party Supply Points are not covered by Goodyear. Credit considerations/returns are solely at the discretion of the Third Party Supply Point.

Page 5 of 23 #6 Assignment of Antitrust Claims.

Goodyear objects to assigning any antitrust claims for both business and legal reasons. First, Goodyear prices market backed, based upon the value of our brand. Goodyear does not price our tires cost plus. The cost of inputs to our tire process are therefore only indirectly related to the price a customer pays for our tires. Any illegal overcharge to Goodyear damages our business. Because of our pricing approach, Goodyear does not pass on illegal overcharges. By assigning any antitrust claims, Goodyear foregoes the ability to recover its damages, and the assignee receives a windfall since the overcharge was not passed on to assignee. Additionally, Goodyear vigorously prosecutes its antitrust claims. Because the State is buying tires that Goodyear sells to all of its other customers, assigning the claims for the tires purchased by the State (while Goodyear is pursuing its own claims) creates evidentiary issues and weakens Goodyear's position. Goodyear would be forced to carve out a small slice of its overall claim to the State. This creates two smaller cases, which exactly what the situation the *Illinois Brick* decision tries to prevent, especially here where the overcharge is not passed through.

Exhibit C: Response to RFP

Page 6 of 23, #10 Compliance of Laws.

Goodyear will not use any Subcontractors in Goodyear's performance under this Agreement.

Page 12 of 23 Insurance A.1.

Request to revise as follows:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence, and which limits may be provided through any combination of self-insured retentions and/or express liability insurance ~~unless additional coverage is required by the State~~. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

Confirm the following does not apply to this contract:

4. Fiduciary Liability, if applicable, would be required if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others. These contractors face potential claims for mismanagement brought by plan members. Limits should be no less than \$5,000,000 per occurrence.
5. Cyber Liability, if applicable, including coverages for network and information security liability, communications and media liability, addresses risks associated with electronic transactions, the internet, networks and informational assets. Limits should be no less than \$700,000 per cause of action and \$5,000,000 per occurrence.
6. Valuable Papers coverage, if applicable, available under an Inland Marine policy, is recommended when any plans, drawings, media, data, records, reports, billings and other documents are produced or used under this agreement. Insurance must have limits sufficient to pay for the re-creation and reconstruction of such records.
7. The Contractor, if applicable, shall secure the appropriate Surety or Fidelity Bond(s) as required by the state department served or by applicable statute.

Page 13 of 23 B Additional Requirements:

3. The State will be defended, indemnified and held harmless in accordance with the indemnification provisions of this contract ~~to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above~~. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a ~~policy or endorsement(s)~~, shall include a ~~provision that the policy and endorsements may not be canceled or materially modified without thirty (30) days' prior written notice to the undersigned State agency~~.
5. ~~The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.~~

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance evidencing required coverage ~~and all endorsements~~ to the State before the commencement of this Contract.

Exhibit C: Response to RFP

All pricing will be based on a percentage discount off the Federal Open Market and Net State Price list dated 1/1/2015 (except where additional discounts may have been given on the Cost Proposal Template, Market Basket Items). The State Agencies also have the ability to visit the Goodyear Website www.goodyear.com/gov for any and all prices on contract items.

All billing for State of Indiana agencies will be central (Akron Billed) billed. Invoices will be generated from Goodyear's corporate office, Akron, Ohio. Remittance will be made as instructed on the Goodyear invoice. All Political-Subs will be billed by our authorized dealers on their local invoice. All tires and tire related service will be billed on the same invoice.

Contractor:

By 

Printed Name: Maylon Carroll

General Manager, Government Sales

The Goodyear Tire & Rubber Company

Date _____

Contact Person

Debbie Frear

Contract Manager

The Goodyear Tire & Rubber Company

Debbie_Frear@Goodyear.com

Phone 330-796-4603

Fax 330-796-3404

Exhibit C: Response to RFP

**The Goodyear Tire & Rubber Company
Akron, Ohio 44316-0001**

August 1, 2014

DELEGATION OF AUTHORITY

TO WHOM IT MAY CONCERN:

Pursuant to authority vested in me by resolution adopted by the Board of Directors of The Goodyear Tire & Rubber Company (hereinafter referred to as the "Company"), on August 3, 1999, I hereby authorize

J. Maylon Carroll, General Manager Government Sales

of the Company to execute for and on behalf and in the name of the Company, without attestation, but with affixation of the corporate seal, the following:

Proposals, bids, contracts (including any required statement with respect to the existence or nonexistence of contingent or other fees), bid bonds and performance bonds, as follows:

a) when the document executed is a printed or otherwise prepared form furnished by any governmental authority. This shall be deemed to include, but not be limited to, the United States Government, any of the states, territories and possessions of the United States and any municipality, county or other governmental authority within the United States and its territories and possessions; or

b) when the document so executed is a letter or formal bid offering to sell the Company's regular line of products.

No such bid, proposal, contract, or bond shall be for products exceeding the value of, or in the amount greater than \$5,000,000, and every such bid (when accepted) and every such contract shall be performable within a period of three years from the date thereof.

In so doing, he is directed to observe such instructions as to prior approvals, including approval by the Law Department, and record keeping as shall have been prescribed by the executive officer of the Company having cognizance of the subject matter.

The agreements shall be retained in the office of the General Manager, Government Sales, Department 709.

This Delegation of Authority shall be in full force and effect from August 1, 2014 to and including July 31, 2016, unless theretofore revoked, and cancels and supersedes a similar delegation dated August 1, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official corporate seal of said Company to be affixed.

Attest:
Assistant Secretary
22327 0


Chairman of the Board,
Chief Executive Officer and President
THE GOODYEAR TIRE & RUBBER
COMPANY



Exhibit C: Response to RFP

**The Goodyear Tire & Rubber Company
Akron, Ohio 44316-0001**

August 1, 2014

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Assistant Secretary
22327 0


Chairman of the Board,
Chief Executive Officer and President
THE GOODYEAR TIRE & RUBBER
COMPANY



Exhibit C: Response to RFP

RFP 15-041 BUSINESS PROPOSAL ATTACHMENT E

Instructions: Please provide answers in the shaded areas to all questions. Reference all attachments in the shaded area.

Business Proposal

2.3.1 General - Please introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

Goodyear is the largest tire brand in the United States. We have 100 plus year of experience in the manufacturing of tires. We currently have tire contracts with 45 States and have proven through these contract that we continue to operate a successful State program. We have had the privilege of being the sole award vendor for the last two contract with the State of Indiana's Tire Contract, and have successfully delivered under that agreement. We service all State and Political Subs within Indiana.

2.3.2 Respondent's Company Structure - Please include in this section the legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization. If the organization includes more than one (1) product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization. Please enter your response below and indicate if any attachments are included.

Attached are Goodyear's Financial Statement for the last two years

2.3.3 Company Financial Information - This section must include the Respondent's financial statements, including an income statement and balance sheet, for each of the two (2) most recently completed fiscal years. The financial statements must demonstrate the Respondent's financial stability. If the financial statements being provided by the Respondent are those of a parent or holding company, additional financial information should be provided for the entity/organization directly responding to this RFP.

Attached are Goodyear's Financial Statements for the last two years

2.3.4 Integrity of Company Structure and Financial Reporting - This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the

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Business Proposal

Attachment E

State in considering corporate responsibility, which are mandatory, include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the firm assures board integrity, the separation of audit functions, and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d). Please enter your response below and indicate if any attachments are included.

Attached are Goodyear's Financial Statements for the last two years

2.3.5 Contract Terms/Clauses -

Indiana law requires the inclusion of certain language in all contracts. In addition, the nature of the products and services requested in this RFP present a need for the inclusion of certain commitments in any contract resulting from this RFP. Attachment B of this document contains a sample contract that is similar to the one expected to result from this RFP.

1. Respondents should review Attachment B in detail. Specific agreement to the applicable clauses is required in the Transmittal Letter.
2. If a respondent wishes to suggest alternative wording for one or more of the clauses in Attachment B, without changing the intent, these suggestions should be documented in this section of the Business Proposal. The respondent's suggested language will be considered by the State. The State's willingness to consider alternative language does not change the requirement that the respondent agree in the Transmittal Letter to the acceptance of the State clauses as written.
3. If Respondent's proposal is only for a portion of the full scope of the sample contract, Respondent must identify provisions in Attachment B that would not apply to the carve out.
4. Respondent should also disclose here any contract terms the respondent strongly desires to change or add in any resulting contract. If Respondent's proposal is conditioned on the State's agreement to a proposed change or additional contract term, that condition must be clearly documented in this section of the Business Proposal.

The State reserves the right to reject any and all requested changes and may preclude from any further consideration vendors who propose changes that are unacceptable to the State. For example, audit terms that inhibit the tracing of public funds and confirmation of the appropriate expenditure of public monies are not acceptable to the State.

The final contract will also include:

- Financial variables that comport with the proposal or subsequent negotiations.

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Business Proposal

Attachment E

Company City, State, Zip	Charleston, WV 25305
Company Website Address	www.wv.gov
Contact Person	Beth Collins
Company Telephone Number	304-558-2157
Company Fax Number	304-558-3970
Contact E-mail	Beth.A.Collins@WV.gov
Industry of Company	

- 6.1. Does your company have any pending litigation regarding contract disputes? Please provide a yes/no response. If yes, please provide details of dispute without violating any confidentiality requirements.

None

- 6.2. Please list any contracts lost or terminated in the last 3 years and provide reasons for loss or termination, and contact information.

None

- 2.3.7 **Registration to do Business** - Selected out-of-state Respondents providing the products and/or services required by this RFP must be registered to do business within the State by the Indiana Secretary of State and the Indiana Department of Administration, Procurement Division. The address contact information for this office may be found in Section 1.18 of the RFP. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State. Please indicate the status of registration, if applicable. Please clearly state if you are registered and if not provide an explanation.

The Goodyear Tire & Rubber Company is registered

- 2.3.8 **Authorizing Document** - Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement. Please enter your response below and indicate if any attachments are included.

Attached is Maylon Carroll Delegation of Authority

- 2.3.9 **Subcontractors** - The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the

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Attachment E

proposed products and services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience. The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address, and the state in which formed that are proposed to be used in providing the required products and/or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority Business Enterprises or Women's Business Enterprises under IC 4-13-16.5-1. See Section 1.21 and Attachment A for Minority and Women's Business Enterprises information. Please enter your response below and indicate if any attachments are included.

Goodyear takes exception to 2.3.8, as Goodyear will not use any Subcontractors in Goodyear's performance under this Agreement. Goodyear will use either its own retail delivery points or independent dealers, which the State agrees are not Subcontractors under this Agreement. To the extent Goodyear utilizes any Subcontractors under this Agreement, Goodyear agrees that Section 2.3.8, and all other aspects of this Agreement, apply to those Subcontractors.

2.3.10 Evidence of Financial Responsibility - This section will indicate the ability to provide the mandatory evidence of financial responsibility. See Section 1.25 for details.

Notwithstanding any other provisions relating to the beginning of the term, any contract will not become effective until the evidence of financial responsibility is delivered in the correct form and amount to the address indicated in Section 1.25.

Agree

2.3.11 General Information - Each Respondent must enter your company's general information including contact information.

The Goodyear Tire & Rubber Company
200 Innovation Way D/709
Akron, Ohio 44316-0001

Exhibit C: Response to RFP

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Business Proposal

Attachment E

Ph 330-796-4603
Fax 330-796-3404
800 Ph 800-453-0021
Website: www.goodyear.com/gov
Contact Information: Debbie Frear, Contract Manager
Phone 330-796-4603
Email Address: Debbie_Frear@Goodyear.com

2.3.12 Experience Serving State Governments - Please provide a brief description of your company's experience in serving state governments and/or quasi-governmental accounts.

Goodyear currently maintains formal State contracts with 45 States. We offer State contract pricing to any and all Political-Subs (quasi-governmental agencies) within each state. Goodyear has 3000 + authorized supply points that service State contracts. In the State of Indiana and Ohio we have 170+ locations. All of these locations are currently servicing the State tire contract and have for many years.

2.3.13 Experience Serving Similar Clients - Please describe your company's experience in serving customers of a similar size to the State with similar scope. Please provide specific clients and detailed examples.

We currently have 45 State contracts, however each State has its own legislatively mandated specific terms. West Virginia is probably the most similar to Indiana in volume and key contract terms. West Virginia has had a tire contracts with Goodyear for over 50 years.

2.3.14 Indiana Preferences

Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this RFP, this limitation to claiming one (1) preference applies to Respondent's ability to claim eligibility for Buy Indiana points. **Respondent must clearly indicate which preference(s) they intend to claim. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.**

Buy Indiana

Refer to Section 2.7 for additional information.

Goodyear is registered with Buy Indiana; No preference claimed

Exhibit C: Response to RFP

RFP 15-041 TECHNICAL PROPOSAL ATTACHMENT F

Instructions: Please supply all requested information in the areas shaded yellow and indicate any attachments that have been included. The State is expecting creative cost saving solutions from all respondents in an effort to distinguish the best partner to select.

E-Procurement Guidelines (Section 2.4.1)

1. Does your company agree to the guidelines set forth in section 2.4.1 of the RFP document? Required yes/no answer and if yes provide explanation and indicate if attachments are included.
2. No, Goodyear cannot comply with E-Procurement.

Ordering & Invoicing (Section 2.4.2)

The state currently contracts directly with the tire manufacturer; therefore, all invoices are from the manufacturer not a retail location. The state is interested in an efficient and effective ordering system. Please provide any alternative solutions that would be beneficial to the state in your responses to the following invoicing questions.

1. Please list your company's Indiana retail locations that will be available for ordering and purchasing tires and tire-related services. Please note which locations can provide the tire-related services requested.

See Attachment H1 Listing of all Authorized Dealers. All locations can supply tire-related services as needed by the state and political subs to meet their tire needs.

2. The state intends to contract with a tire manufacturer; therefore, invoices shall be from the tire manufacturer not the retail location. Describe how the ordering and invoice process will be managed for purchases made through a retail location. How will your company ensure prices are accurate for market basket items and all other items where the discount off list percentage applies?

All Purchase Orders will be made out to The Goodyear Tire & Rubber Company c/o Authorized Dealers. Goodyear will process all billing therefore minimizing any pricing errors on tires and service. Our authorized supply points will be advised that only items listed on the purchase order will be delivered and billed. If a tire must be replaced with an alternate product a change notice must be issued by the agency and received by the supply point

3. For all other orders not placed through a retail location, does your company have the ability to implement a "punch-out" catalog of tires and tire-related services? *A punch-out catalog is a supplier hosted catalog that can be accessed via the State's e-procurement system so that buyers can browse and add items to a shopping cart*

Exhibit C: Response to RFP

RFP 15-041

Technical Proposal

Attachment F

on the supplier hosted site and then be returned to the State e-procurement site to complete the purchase. If yes, please respond to the additional questions below:

- Please provide a detailed description of all “punch-out” catalog functionality currently available and actively being used with current customers.
 - Is your company able to display in-stock/out-of-stock status online for Market Basket items?
 - Does your company’s on-line ordering system require individual user login and password? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please provide details of approval process and procedure.
 - Does your company’s on-line ordering system allow buyers to create user specific order templates to simplify re-ordering? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer.
 - Please provide specific examples of successfully implemented “punch-out” catalogs with your current customers.
- **Goodyear does not have Punch-Out capability. All orders must be placed through one of the Authorized Dealers.**

4. Describe the process your company uses to update and maintain catalog data. How often are updates needed? Please specify if your company intends to use a punch-out or Excel spreadsheet to maintain the catalog items.

Goodyear will be able to provide an Excel spreadsheet of all pricing. The spreadsheet will be updated as frequently as needed to maintain a current listing of tires.

5. How would your company notify the State of any changes in model number or item descriptions that occur, even if a SKU or manufacturer number does not change?

Goodyear will notify the State of any changes via Excel spreadsheet of pricing. Our Authorized Dealers will also advise all agencies as product are deleted and new products are introduced.

6. What audit methodology does your company propose for the State and the supplier to use on an ongoing basis to ensure accuracy of invoice charges and any price increases/decreases as the catalog is updated?

Our corporate office will be handling all billing. Our systems are set up to bill all items as per contract Terms and pricing.

7. The State of Indiana would like to submit returns, to the local supplier, of overstocked tires and tires that are obsolete to our fleet, on a quarterly basis, if necessary. The State would like to see return credits, support, and problem resolution from Manufacturer Corporate, rather than dealing with the local supplier. The return process would have to be applicable statewide at any Indiana

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Technical Proposal

Attachment F

Maintenance location needing to return overstocked tires, and tires that are obsolete to our fleet. Please explain how your company intends to deal with returns of overstocked and obsolete tires, from the State.

Tire delivered by Third Party Supply Points (Authorized Supply Point) are not covered by Goodyear. Credit considerations/returns are solely at the discretion of the Third Party (Authorized Supply Point)

Shipping & Delivery (Section 2.4.3)

1. Define your standard delivery time frame for market basket items and all other items available through the catalog offered to the state.

Our delivery time is Net 30 days. Most items can be delivered within 15 business days or less.

2. Please describe how your company intends to optimize shipping and delivery to the state.

All Authorized Supply Points will handle all deliveries to state agencies and political subs. If availability issues accrue, they call Goodyear, asking for assistance.

3. Please describe in detail all processes and solutions your company can provide in resolving backorders.

If an item goes on backorder, Goodyear will make every effort to supply the State with tires. The agency should have the Authorized Dealer contact the Contract Manager concerning the needs of the agency. The Contract Manager will review backorder situation and resolve issue or advise agency of their options in order to bring a speedy resolution.

Account Management & Reporting (Section 2.4.4)

1. Please describe in detail your company's proposed account management team structure including names and contact information where possible, and services each individual or group will perform.

Account Management team consist of Contract Manager Debbie Frear.

2. What is your company's standard process for problem resolution, including standard response times? What is the escalation process if the standard resolution process cannot resolve an issue?

Any and all problems must be brought to the attention of the Contract Manager. The Contract Manager will make every effort to respond to issues within a 24 hour period. If needed upper management will be brought in to help resolve issues.

3. What are the standard reports that your company provides to your customers? Please provide a list of your company's standard reports, including examples, as an attachment to your RFP response. Please note which are available online.

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Technical Proposal

Attachment F

Goodyear can provide most reporting as requested by State. We do not have a standard report. All reporting requirements must be supplied by State.

4. Please detail your company's customized and ad hoc reporting capabilities including how long the State will wait to receive new requests for information.

All information will be supplied as requested. Goodyear would ask that the state supply us with required information.

Implementation (Section 2.4.5)

1. What is your company's proposed timeline for implementation, citing specific dates and deadlines for your major implementation plan tasks?

E-procurement does not work with tires. Goodyear does not have any plans in place to implement these guidelines.

2. Please give an example of a recent post-implementation success where Respondent serviced an account similar to the State.

None

Warranty (Section 2.4.6)

1. Provide a thorough explanation of the warranty of all tires and tire-related services.

Attached warranty information covers Goodyear Standard Limited Warranty for all Consumer and Commercial products

Exhibit D: Manufacturer Warranty

**LIMITED
WARRANTY,
TIRE CARE
AND
MAINTENANCE
GUIDE**

Highway Auto Tires

Light Truck Tires

Temporary Spare

GOODYEAR

Exhibit D: Manufacturer Warranty

HIGHWAY AUTO AND LIGHT TRUCK TIRE WARRANTY AND ADJUSTMENT POLICY

(EXCLUDES GOODYEAR® UNISTEEL® RADIAL LIGHT TRUCK TIRES)

WHO IS ELIGIBLE?

You are eligible for the benefits of this Limited Warranty if you meet all the following criteria:

- You are the owner or authorized agent of the owner of new Goodyear highway auto or light truck tires
- Your tires bear Department of Transportation prescribed tire identification numbers
- Your tires have been used only on the vehicle on which they were originally installed according to the vehicle manufacturer's or Goodyear's recommendations
- Your tires were purchased on or after May 1, 2013

Light truck tires are defined as all tires identified with the "LT" designation in the sidewall stamping.

WHAT IS COVERED AND FOR HOW LONG?

FREE TIRE REPLACEMENT

Any new Goodyear highway radial auto or radial light truck tire, covered by this policy, removed from service due to a covered warranty condition during the first 2/32" of usable tread or twelve months from date of purchase, whichever comes first, will be replaced with a comparable new Goodyear tire at no charge, including mounting and balancing. (Without proof of purchase the date of manufacture will be used to determine eligibility.)

ALL OTHER HIGHWAY AUTO OR LIGHT TRUCK TIRES

Any new Goodyear highway auto or light truck tire, other than radial auto or radial light truck tires, removed from service due to a covered warranty condition during the first 1/32" of usable tread will be replaced with a comparable new Goodyear tire at no charge, including mounting and balancing.

TEMPORARY SPARE TIRES

Any Goodyear temporary spare tire removed from service due to a covered warranty condition during the first 50% of usable treadwear (1/32") will be replaced with a comparable new Goodyear temporary spare tire at no charge, including mounting.

PRORATED ADJUSTMENT

Tires not eligible for free replacement that are removed from service due to a covered warranty condition will be replaced with a comparable new Goodyear tire on a prorated basis for up to six (6) years from the date of original new tire purchase or when the treadwear indicators become visible (worn to 2/32"), whichever occurs first. (Without proof of purchase the date of manufacture will be used to determine eligibility.)

HOW WILL PRORATED CHARGES BE CALCULATED?

Replacement price will be calculated by multiplying the tire's advertised retail selling price at the time of adjustment by the percentage of usable original tread that has been worn off. You pay for mounting and balancing, and an amount equal to the current Federal Excise Tax (F.E.T. — U.S. only) and any other applicable taxes and government-mandated charges.

EXAMPLE: If your disabled tire had an original 8/32" of usable treadwear and is worn to 4/32" usable tread remaining, you have used 50% and therefore must pay 50% of the advertised retail selling price of the comparable tire.

In addition, you must pay an amount equal to the full current Federal Excise Tax (U.S. only) or any other applicable taxes and government-mandated charges for the comparable new replacement tire at the time of adjustment. If the price of the new comparable tire is \$130.00, the cost to you would be \$65.00 plus F.E.T. (U.S. only) plus any other applicable taxes and government-mandated charges.

Exhibit D: Manufacturer Warranty

WHAT IS A COMPARABLE TIRE?

A "comparable" new Goodyear tire will be the same brand tire and may be either the same line of tire or, in the event that the tire is not available, the same brand tire with the same basic construction and similar performance attributes with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price will be at an additional charge to you. Any replacement tire provided pursuant to this warranty will be covered by the warranty in effect at the time of replacement.

ADDITIONAL PROVISIONS

A tire has delivered its full original tread life and the coverage of this limited warranty ends when the treadwear indicators become visible (worn to 2/32") or six (6) years from the date of new tire purchase, whichever occurs first. (Without proof of purchase the date of manufacture will be used to determine eligibility.)

LIMITATIONS

This limited warranty is applicable only in the United States and Canada.

GOODYEAR TREAD LIFE LIMITED WARRANTY

In addition to the provisions of the limited warranty for covered warranty conditions, any new Goodyear replacement tire listed below is warranted against treadwear wear-out based on the following table:

TIRE	U.S. MILES	CANADA KILOMETRES
Assurance® TripleTred™ All-Season (T- and H-speed rated only)	80,000	130,000
Assurance® TripleTred™ All-Season (V-speed rated only)	70,000	110,000
Assurance® TripleTred™	80,000	130,000
Assurance® ComforTred® Touring (T- and H-speed rated only)	80,000	130,000
Assurance® ComforTred® Touring (V-speed rated only)	70,000	110,000
Assurance® ComforTred®	80,000	130,000
Assurance® Fuel Max®	65,000	105,000
Assurance® ^{CS} Fuel Max®	65,000	105,000
Assurance® ^{CS} TripleTred™ All-Season	65,000	105,000
Integrity®	50,000	80,000
Eagle GT®	50,000	80,000
(V-speed rated only)		
Eagle® F1 Asymmetric All-Season*	45,000	75,000
Eagle® Sport All-Season**	50,000	80,000
Fortera® SilentArmor®	70,000	110,000
Fortera® TripleTred™	60,000	95,000
Fortera® HL	60,000	95,000
Wrangler® All-Terrain Adventure	60,000	95,000
Wrangler® ArmorTrac™ (P-Metric)	50,000	80,000
Wrangler® SilentArmor®	50,000	80,000
Wrangler SR-A® (Excludes LT sizes)	50,000	80,000

*For vehicles with different front and rear tire sizes, the rear tires will have a 22,500 mile/37,500 kilometre tread life warranty.

**For vehicles with different front and rear tire sizes, the rear tires will have a 25,000 mile/40,000 kilometre tread life warranty.

HOW WILL TREAD LIFE LIMITED WARRANTY CHARGES BE CALCULATED?

Driving habits, road conditions, driving conditions and vehicle maintenance are all factors that contribute to tire wear. If your tires do not reach the miles/kilometres listed in the Tread Life table and meet with all the terms of the Tread Life warranty (read below), the tires will be replaced as follows:

Exhibit D: Manufacturer Warranty

If the tread wears evenly down to the treadwear indicators (worn to 2/32") before delivering the warranted mileage, the tire will be replaced on a prorated basis, provided the original invoice is presented showing the vehicle mileage when the tires were originally installed.

EXAMPLE: If your tire has a tread life limited warranty of 80,000 miles (130,000 kilometres) and delivers 56,000 miles (91,000 kilometres) prior to wear-out (down to 2/32"), the tire will be replaced for 70% of the advertised selling price of the comparable tire at the time of adjustment. If the price of the new comparable tire is \$130, the cost to you would be \$91, plus any additional charges such as mounting, balancing and any other applicable taxes and government-mandated charges.

The Tread Life Limited Warranty applies only if you are the original purchaser and the tires have been used only on the vehicle on which they were originally installed, according to Goodyear's or the vehicle manufacturer's recommendations.

However, the Tread Life Limited Warranty does not apply to:

- Tires used in commercial applications including, but not limited to, police, taxi service, national account, government and contract sales.
- Tires supplied as original equipment.
- Tires that are installed on any vehicle other than the vehicle on which they were originally installed.
- Tires that after leaving the producing factory have had the tread pattern altered in any manner such as, but not limited to, siping, carving, shaving or having any material applied to the tread surface.

You must retain your original tire purchase invoice (see B. under Owner's Obligations) for tread life limited warranty consideration.

OWNER'S OBLIGATIONS:

- A. You must rotate your tires in accordance with the prescribed rotation patterns as recommended by either the vehicle manufacturer or Goodyear.
- B. When making a claim under the Tread Life Limited Warranty, you must present your original tire purchase invoice which shows the tire description, mileage and date the tire(s) were installed.
- C. You must present the tire to be adjusted to a Goodyear Retailer. Tires replaced as an adjustment become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.
- D. You must pay any other applicable taxes and government-mandated charges for any additional service you order at the time of adjustment relating to any unique applications requiring mounting, demounting or balancing.
- E. No claim will be recognized unless submitted on a Goodyear claim form (supplied by a Goodyear Retailer) completely filled out and where you, the owner, or your authorized agent presented the tire for adjustment.

WHAT IS NOT COVERED BY THIS WARRANTY?

This limited warranty does not cover the following:

- Tires submitted for ride disturbance complaints that are worn beyond the first two thirty-seconds of an inch (2/32") tread depth or tires submitted for ride disturbance due to damaged wheels or any vehicle condition.
- Goodyear does not warrant or give credit in any adjustment transaction for any kind of material added to a tire (e.g., tire fillers, sealants, balancing substances) after the tire leaves a factory producing Goodyear tires, nor will it adjust any tire that has failed as a result of adding such material.
- Irregular wear or damage due to mechanical condition of the vehicle, improper inflation, overloading, high speed spin-up, misapplication, misuse, negligence, racing, use of tire chains, improper mounting or demounting, improper repair, wreck, collision or fire.
- Road hazards (includes, but is not limited to, punctures, cuts, snags, impact breaks, etc.).
- Any tire that, after leaving a factory producing Goodyear tires, has been intentionally altered to change its appearance (e.g., white inlay on a black tire or regrooved).

Exhibit D: Manufacturer Warranty

- Tires with weather-cracking that were purchased more than four [4] years prior to presentation for adjustment or, if purchase date cannot be verified, manufactured more than four years prior to presentation for adjustment.
- Temporary spare tires used on vehicles used in racing and on passenger cars in special applications such as police pursuit service.
- Goodyear Unisteel Commercial Radial Light Truck Tires.
- Tires removed from service due to improper repairs.
- Cosmetic weather checking.
- Low tire pressure-monitoring system – refer to vehicle manufacturer's warranty.

WHAT ARE YOUR LEGAL RIGHTS?

No Representative or Dealer has authority to make any representation, promise or agreement on behalf of Goodyear, except as stated herein. Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur.

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR OR SHALL BE IMPLIED BY LAW.

LIMITATION OF DAMAGES: IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL GOODYEAR BE LIABLE TO THE BUYER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, PUNITIVE OR OTHER DAMAGE, COST (INCLUDING FOR REPLACEMENT TRANSPORTATION), EXPENSE OR LOSS OF ANY KIND. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights and you may also have other rights that vary from state to state or province to province.

HOW DO YOU OBTAIN AN ADJUSTMENT?

- A. You must present the tire to be adjusted to an authorized Goodyear service facility. Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.
- B. You must pay for taxes and any additional services you order at the time of adjustment plus any additional service that may be unique to your application, e.g., Tire Pressure-Monitoring System.
- C. You must submit your claim on an approved claim form supplied by an authorized Goodyear service facility. The form must be filled out completely and signed, where you the owner or your authorized agent presented the tire for adjustment.

You must go to an authorized Goodyear outlet for replacement tires and all warranty service.




SAFETY WARNINGS

Property damage, serious injury or death may result from:

- **TIRE FAILURE DUE TO UNDERINFLATION/OVERLOADING/MISAPPLICATION.** Follow the vehicle owner's manual or tire placard in vehicle.
- **TIRE FAILURE DUE TO IMPACT DAMAGE/IMPROPER MAINTENANCE.** Tires should be inspected regularly by a qualified technician for signs of damage, such as punctures or impacts.
- **TIRE FAILURE DUE TO IMPROPER REPAIRS.** See Rubber Manufacturers Association (RMA) established repair procedures at www.rma.org and/or go to www.goodyear.com for information on proper repair procedures.
- **EXPLOSION OF TIRE/RIM ASSEMBLY DUE TO IMPROPER MOUNTING.** Only specially trained persons should mount tires.

Exhibit D: Manufacturer Warranty

- **FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.**
- **FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING.**
- **TIRE SPINNING.** On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (55 kph), as indicated on the speedometer.
- **EXCESSIVE WHEEL SPINNING.** This can also result in tire disintegration or axle failure.

 **WARNING** Vehicle handling, traction, ride comfort and other performance parameters may be significantly affected by a change in tire size or type. Before replacing tires, always consult and follow the vehicle owner's manual because some vehicle manufacturers prohibit changing tire size. When selecting tires that are different from the original equipment size make certain: (1) The tires have adequate load-carrying capacity based on the vehicle placard, (2) The tires have sufficient inflation pressure to carry the load and (3) There is proper clearance with no interference points between the tire and vehicle. The consumer must be aware to always drive safely and obey all traffic laws. Avoid sudden, sharp turns or aggressive lane changes. Failure to follow any of these warnings may result in loss of control of the vehicle, leading to an accident and serious injury or death.

TIRE CARE AND MAINTENANCE GUIDE

The easiest way to help ensure satisfactory mileage and performance from your Goodyear tires is to give them a simple but frequent (at least monthly) inspection for proper inflation, even treadwear and the presence of any damage.

DO MAINTAIN PROPER INFLATION PRESSURE IN YOUR TIRES

Proper inflation pressure is necessary for optimum tire performance, safety and fuel economy. Check inflation pressures at least once a month and before long trips. Use an accurate tire pressure gauge. Always check pressures when the tires are cold (when the vehicle has been driven less than one mile). If you must check inflation when the tires are hot, add 4 psi (27 kPa) to the recommended cold inflation pressure. It is difficult to tell just by looking at radial tires whether they are underinflated.*

Furthermore, when operating a vehicle equipped with radial tires, it is difficult to notice when a tire has gone flat or nearly flat since the "feel" of the vehicle does not change significantly.

***Evidence of air loss or repeated underinflation always requires expert inspection to determine the source of leakage and tire removal to determine repairability. To avoid injury, NEVER attempt to reinflate a tire that has been run severely underinflated.**

Progressive air loss may result from punctures, cuts, curbing, impacts or partial bead unseating. Some fitment causes for air loss are (1) incomplete bead seating, (2) bead tearing caused by a machine tool due to insufficient lubrication or improper adjustment. Leaking valve core or rubber valve components should be replaced when problems are detected and whenever tires are replaced.

Always maintain inflation pressure at the level recommended by the vehicle manufacturer as shown on the vehicle placard, vehicle certification label or in the vehicle owner's manual.

Underinflation is the leading cause of tire failure and may result in severe cracking, component separation or "blowout." It reduces tire load capacity, allows excessive sidewall flexing and increases rolling resistance, resulting in heat and mechanical damage. Maintaining proper inflation pressure is the single most important thing you can do to promote tire durability and maximize tread life. Overinflation increases stiffness, which may deteriorate ride and generate unwanted vibration. Overinflation also increases the chances of impact damage.

DON'T OVERLOAD YOUR VEHICLE

Check your vehicle owner's manual to determine the load limits.

Overloading your vehicle places stress on your tires and other critical vehicle components. Overloading a vehicle can cause poor handling or

Exhibit D: Manufacturer Warranty

increased fuel consumption and may cause tire failure. Overloading your tires can result in severe cracking, component separation or "blowout."

Never fit your vehicle with new tires that have less load capacity than shown on the vehicle tire placard and remember that optimum rim width is important for proper tire load distribution and function. The maximum load capacity stamped on the sidewalls of P-Metric & European Metric tires is reduced by 10% when used on a light truck, utility vehicle or trailer. Never fit P-Metric or European Metric tires to light trucks that specify LT-type replacement tires.

DON'T SPIN YOUR TIRES EXCESSIVELY

Avoid excessive tire spinning when your vehicle is stuck in snow, ice, mud or sand. The centrifugal forces generated by a free-spinning tire/wheel assembly may cause sudden tire explosion, resulting in vehicle damage and/or serious personal injury to you or a bystander.

Never exceed 35 mph/55 kph, as indicated on your speedometer. Use a gentle backward and forward rocking motion to free your vehicle for continued driving. Never stand near or behind a tire spinning at high speeds, for example, while attempting to push a vehicle that is stuck or when an on-the-car spin balance machine is in use.

DO CHECK YOUR TIRES FOR WEAR

Always remove tires from service when they reach two thirty-seconds of an inch (2/32") remaining tread depth. All new tires have treadwear indicators which appear as smooth banks in the tread grooves when they wear to the two thirty-seconds of an inch (2/32") level. Many wet weather accidents result from skidding on bald or nearly bald tires. Excessively worn tires are also more susceptible to penetrations.

DO CHECK YOUR TIRES FOR DAMAGE

Frequent (at least monthly) inspection of your tires for signs of damage and their general condition is important for safety. If you have any questions, have your tire Dealer inspect them. Impacts, penetrations, cracks, knots, bulges or air loss always require tire removal and expert inspection. Never perform a temporary repair or use an inner tube as a substitute for a proper repair. Only qualified persons should repair tires.

PROPER TIRE REPAIR

NOTE: Goodyear does not warrant any inspection or repair process. The repair is entirely the responsibility of the repairer and should be made in accordance with established Rubber Manufacturers Association (RMA) procedures.

Tire Pressure-Monitoring System Alert

Refer to your vehicle Owner's Manual for more information on what to do if the tire pressure warning system activates.

THE CONVENIENCE (TEMPORARY) SPARE

The Convenience (Temporary) Spare is designed, built and tested to the high engineering standards set by North America's leading car manufacturers and to Goodyear's own high standards of quality control. It is designed to take up a minimum of storage space and, at the same time, fulfill the function of a spare tire when needed. The spare is kept in its storage space, fully inflated at 60 psi. To be sure it is always ready for use, the air pressure should be checked on a regular basis.

The Convenience (Temporary) Spare can be used in combination with the original tires on your vehicle. You can expect a tire tread life of up to 3,000 miles (4,800 kilometres), depending on road conditions and your driving habits. To conserve tire tread life, return the spare to the storage area as soon as it is convenient to have the standard tire repaired or replaced.

The Convenience (Temporary) Spare weighs less than a standard tire so it's easier to handle. It also helps reduce the total car weight, which contributes to fuel economy.

The wheels used with the Convenience (Temporary) Spare are specifically designed for use with high pressure spares and should never be used with any other type tire.

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DON'T ATTEMPT TO MOUNT YOUR OWN TIRES

Serious injury or death may result from explosion of tire/rim assembly due to improper mounting procedures. Follow tire manufacturer's instructions and match tire diameter to rim diameter. Mount light truck radials on rims approved for radial service. Do not apply bead sealer. This can inhibit bead seating. Lubricate beads and tire rim (including tube or flap) contact surfaces. Lock assembly on mounting machine or place in safety cage. STAND BACK and never exceed 40 psi to seat beads. Never use a volatile substance or a rubber "donut" (also known as a bead expander or "O-Ring") to aid bead seating. Only specially trained persons should mount tires.

DON'T MIX TIRES OF DIFFERENT SIZES AND TYPES ON THE SAME AXLE

For optimum handling and control, Goodyear recommends fitment of four (4) tires of the same type and size unless otherwise specified by the vehicle manufacturer.

WARNING

Before you replace your tires, always consult the vehicle owner's manual and follow the vehicle manufacturer's replacement tire recommendations. Vehicle handling may be significantly affected by a change in tire size or type. When selecting tires that are different from the Original Equipment size, see a professional installer in order to make certain that proper clearance, load-carrying capacity and inflation pressure are selected. Never exceed the maximum load capacity and inflation pressure listed on the sidewall of the tire. Always drive safely and obey all traffic laws. Avoid sudden, sharp turns or aggressive lane changes. Failure to follow this warning may result in loss of control of the vehicle, leading to an accident and serious injury or death.

When replacing tires, you must maintain the outside diameter and load-carrying capacity of the Original Equipment tire. Inflation pressure may need to be adjusted to avoid overloading the tire. Consult the Tire & Rim Association Load and Inflation Tables, ETRTO or JATMA standards for correct load and inflation information.

NEVER FIT TIRES TO A VEHICLE THAT HAVE LESS LOAD-CARRYING CAPACITY THAN REQUIRED BY THE ORIGINAL EQUIPMENT MANUFACTURER

Examples: Many vehicles, such as large passenger vans, require Load Range E tires as designated by the vehicle manufacturer. Fitment of a tire, such as a Load Range D, with less carrying capacity is not allowed.

In other cases, tires of the same size may carry different load indexes in the service description. You must make certain the replacement tires fitted to the vehicle have a load-carrying capacity equal to or greater than what the Original Equipment manufacturer specifies.

NOTE: Goodyear manufactured and/or marketed European-Metric passenger tires and P-Metric passenger tires are interchangeable as long as they have the same section width, same aspect ratio and same rim diameter.

Caution: Never substitute a "Standard Load" (SL) tire for an Extra Load (XL) tire. If the vehicle was originally equipped with "Extra Load" (XL) tires, replace those tires with similar sized XL tires.

FOLLOW THESE ADDITIONAL GUIDELINES

When installing only two tires, fit the tires with the deepest tread depth on the rear axle. If radials and non-radials must be fitted to the same vehicle, fit radials on rear axle. Never mix radials and non-radials on the same axle. When fitting winter tires or all-season tires to performance vehicles, always fit in sets of four. It is not recommended to fit tires with different speed ratings. If tires with different speed ratings are installed on a vehicle, they should be installed with like pairs on the same axle. The speed capability of the vehicle will become limited to that of the lowest speed rated tires. Use of lift kits with some vehicle/tire combinations can cause instability. When changing tire sizes, always consult Dealer for optimum rim width and carefully check vehicle/tire clearances.

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RETREADED TIRES

Retreaded passenger and light truck tires are not warranted by Goodyear for any reason. Speed ratings and U.S. Department of Transportation test compliance certifications are voided for retreaded tires.

DO MAINTAIN VEHICLE SUSPENSION, WHEEL ALIGNMENT AND BALANCE AND ROTATE YOUR TIRES

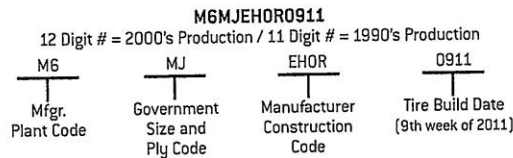
Lack of rotation, worn suspension parts, underinflation/overinflation, wheel imbalance and misalignment can cause vibration or irregular tire wear. Rotate your tires according to your vehicle manufacturer's recommendations or at maximum intervals of 6,000 miles/10,000 km.

FOR ADDITIONAL INFORMATION, SEE THE "BE TIRE SMART/PLAY YOUR PART" BROCHURE PUBLISHED BY THE RUBBER MANUFACTURERS ASSOCIATION (RMA). A COPY OF THIS BROCHURE CAN BE DOWNLOADED FROM THE RMA WEBSITE:
http://www.rma.org/publications/consumer_tire_information

HOW TO READ A TIRE D.O.T. SERIAL NUMBER

D.O.T. stands for Department of Transportation and the number is on the lower sidewall of each tire to show that the tire meets or exceeds the Department of Transportation safety standards.

Understanding Tire D.O.T. Numbers



TIRE SERVICE LIFE

Tires are designed and built to provide many thousands of miles of excellent service. For maximum benefit, tires must be maintained properly to avoid tire damage that may result in removal from service before the tread is worn down to minimum depth.

It is not practical to accurately predict the service life of any specific tire in chronological time since service conditions vary widely. The serviceability of a tire over time is a function of the storage and service conditions (inflation pressure, load, speed, road hazard injury, etc.) to which a tire is subjected. Consumers should not rely solely on the appearance of the tire but should be aware of any change in dynamic performance such as increased air loss, noise or vibration, which could be a sign to remove the tire. Therefore, it is essential to have tires, including spares, inspected regularly (at least monthly) for proper inflation pressure, damage and treadwear.

Check your vehicle's owner's manual (or your vehicle) to determine if it is equipped with run-flat (extended mobility) tires. If your vehicle is equipped with run-flat tires, the following applies:

RUN-FLAT TECHNOLOGY EXTENDED MOBILITY TECHNOLOGY (EMT™), RUNONFLAT® (ROF)

IMPORTANT SAFETY INFORMATION

OPERATIONAL MONITORING

In order for Goodyear Run-Flat (Extended Mobility Technology [EMT], RunOnFlat [ROF]) tires to obtain the performance criteria stated within this Limited Warranty, Goodyear tires must use specific parts, such as a low tire pressure-monitoring system authorized by the Original Equipment vehicle manufacturer.

Vehicles that are equipped Original Equipment with Goodyear Run-Flat tires must be fitted with wheels, tires and tire pressure-monitoring systems as specified by your vehicle manufacturer. For proper wheel, tire and TPMS fitment, please refer to your vehicle's Owner's Manual.

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RUN-FLAT TIRE FEATURE

The Goodyear Run-Flat tire is a high-performance tire with a remarkable feature: It can operate for limited distances [driven 50 miles [80 km] maximum at speeds up to 50 mph [80 kph]] with very low or even no inflation pressure. This is an important benefit, especially if inflation loss occurs at a location where immediately stopping your vehicle could be hazardous.

Because these tires ride well even without air pressure, your vehicle must be equipped with a system to alert you when a tire has low or no air pressure.

TIRE PRESSURE-MONITORING SYSTEM ALERT

Refer to your vehicle Owner's Manual for more information on what to do if the tire pressure warning system activates.

WARNING

If the tire pressure-monitoring system signals an alert, follow these safety precautions to prevent a loss of vehicle control that could result in serious personal injury or death:

- Slow your speed. Do not exceed 50 mph [80 kph].
- Avoid hard cornering, hard braking and severe handling maneuvers.
- Avoid potholes and other road hazards.

Remember that when your tires have lost air pressure, your vehicle's handling capability is reduced, particularly during severe maneuvers.

TO PROLONG TIRE LIFE DURING A SYSTEM ALERT

The Goodyear Run-Flat tires can be driven up to 50 miles [80 km] at sustained speeds of up to 50 mph [80 kph] at low or zero air pressure. However, the tire may have to be replaced if driven to these limits. To help prolong the life of a tire operating under low-inflation conditions, drive at a speed as far below 50 mph [80 kph] as possible. Also, drive the shortest distance possible before obtaining tire service. Taking these precautions will increase the chance that your tire will be repairable.

SERVICE AFTER A SYSTEM ALERT

To obtain service after operating under low-inflation conditions, contact your Goodyear Run-Flat service facility. Trained service personnel will inspect your tires to determine if they are in need of repair or replacement. To locate the nearest authorized Goodyear Run-Flat service facility, call 1-800-GOODYEAR [1-800-466-3932].

WARNING

Because of the unique characteristics of Run-Flat tires, the wheels on which they are mounted and your vehicle's tire pressure-monitoring system, all tire service work other than routine inflation maintenance and external inspections must be performed by service personnel at a Goodyear Run-Flat service facility.

Do not attempt to mount or demount Run-Flat tires yourself; serious injury or death could result. Only specially trained persons should mount, demount and repair Run-Flat tires, and more than 40 psi [270 kPa] may be required to seat beads. A safety cage and clip-on extension air hose must be used if more than 40 psi [270 kPa] is needed to seat beads.

TIRE REPAIR

Like any other Goodyear speed-rated, high-performance tire, the Goodyear Run-Flat tire may be repaired to correct a puncture in the tread, but PROPER MATERIALS AND PROCEDURES MUST BE USED. Contact a Goodyear or Run-Flat service facility for information on proper repairs. For the location of the nearest facility, call 1-800-GOODYEAR [1-800-466-3932].

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WARNING

Goodyear Run-Flat tires are designed for use only on certain original equipment wheels supplied with a properly operating low tire pressure-monitoring system. If applied to a vehicle without a properly operating low tire pressure-monitoring system, the tires may fail when operated in an underinflated condition, resulting in loss of vehicle control and possible serious injury or death. Application of these tires to a vehicle not equipped with specified operational low tire pressure-monitoring system constitutes improper and unsafe use of this product.

FOR SERVICE ASSISTANCE OR INFORMATION, FIRST CONTACT THE NEAREST GOODYEAR RETAILER.

- 1) For assistance in locating the nearest Goodyear Retailer, call 1-800-GOODYEAR or look in the Yellow Pages under Tire Dealers – New.
- 2) Go to www.goodyear.com for the U.S. or www.goodyear.ca for Canada

If additional assistance is required:
Call the Customer Assistance Center
at 1-800-321-2136 for U.S. or 1-800-387-3288 for Canada

email: goodyear_cr@goodyear.com or write:

Customer Assistance Center
Dept 728
200 Innovation Way
Akron, OH 44316-0001

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SIX MONTH - 6,000 MILE/10,000 KILOMETRE ROTATION RECORD		
ODOMETER READING AT 1st ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 2nd ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 3rd ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 4th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 5th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 6th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 7th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 8th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 9th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 10th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 11th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 12th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 13th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 14th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 15th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 16th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 17th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE
ODOMETER READING AT 18th ROTATION	ROTATED BY (DEALER/STORE NAME)	DATE



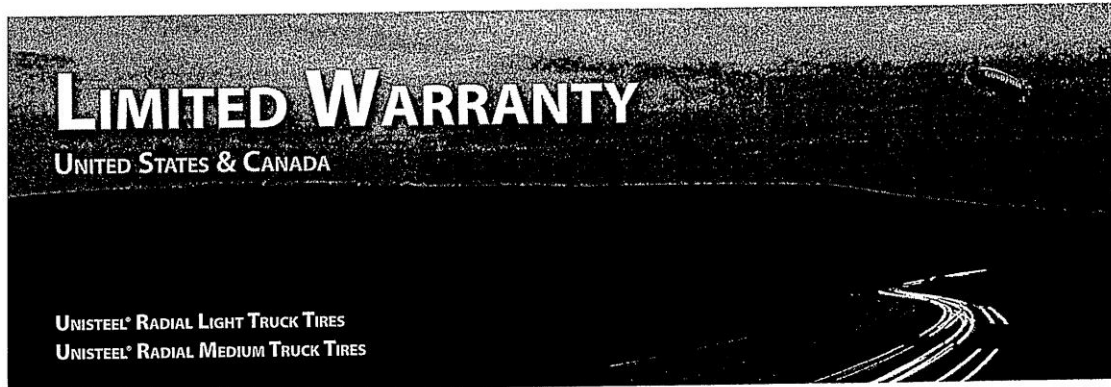
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WHO IS ELIGIBLE FOR WARRANTY COVERAGE?

- You are eligible for the benefits of this limited warranty if you meet all the following criteria:
- You are the owner or authorized agent of the owner of new Goodyear® Unisteel® radial light truck or medium radial truck tires, including mud and snow and on/off-road tires.
 - Your tires bear Department of Transportation (DOT) prescribed tire identification numbers and are not branded "NA" (Not Adjustable).
 - Your Goodyear truck tires have been used only on the vehicle on which they were originally installed according to the vehicle manufacturer's or Goodyear's recommendations.
 - Your tires were purchased on or after May 1, 2012.

WHAT IS COVERED AND FOR HOW LONG?

1. FREE TIRE REPLACEMENT – Goodyear truck tires covered by this warranty that become unserviceable due to a covered warranty condition during the first 2/32" (inch) treadwear or 12 months from date of purchase, whichever comes first, will be replaced with a comparable new Goodyear tire without charge. You pay only for the mounting and balancing. (Without proof of purchase, date of manufacture will be used to determine eligibility.)

2. PRORATED TIRE REPLACEMENT – Tires worn beyond the first 2/32" (inch) treadwear that become unserviceable due to a covered warranty condition will be replaced on a prorated basis. You are responsible for mounting, balancing and any additional services you order at the time of adjustment, as well as any taxes and government-mandated charges.

3. TIRES WITH DURASEAL TECHNOLOGY* — SEALANT CREDIT DURING ORIGINAL TREAD* – Failure of the DuraSeal Technology to seal a maximum 1/4" (inch) puncture in the repairable area of the original tread will qualify for a one-time credit during the life of the original tread within four (4) years from the date of the casing DOT serial number or proof of purchase, if available. Sealant credit is based on local currencies in the country where the adjustment takes place, \$50.00 for both the U.S. and Canada.

4. TIRES WITH DURASEAL TECHNOLOGY — SEALANT CREDIT DURING FIRST RETREAD*

– Failure of the DuraSeal Technology to seal a maximum 1/4" (inch) puncture in the repairable area of the tread will qualify for a one-time credit through 100% of the first retread up to four (4) years from the date of the casing DOT serial number or proof of purchase, if available. Sealant credit is based on local currencies in the country where the adjustment takes place, \$25.00 for both the U.S. and Canada. All punctures must be repaired at time of retreading for this Limited Warranty to be honored. If a sealant credit was issued during the original tread life, no other requests for credit will be honored.

*All claim forms submitted for sealant credit must be verified by an authorized Goodyear representative.

HOW WILL THE PRORATED CHARGES BE CALCULATED?

The replacement price will be calculated by multiplying the current Goodyear advertised selling price, at the adjustment location, by the percentage of usable original tread that has been worn off at the time of adjustment. You pay for mounting, balancing, an amount equal to the full current Federal Excise Tax (FET – U.S. only) and any other applicable taxes for the comparable new Goodyear replacement tire as well as any government-mandated charges.

EXAMPLE:

If your disabled tire had an original 16/32" (inch) of usable tread depth and is worn to 8/32" (inch) of usable tread remaining, you have used 50% and therefore must pay 50% of the advertised selling price of a comparable tire, plus an amount equal to the full current Federal Excise Tax (U.S. only) applicable to the comparable new replacement tire at the time of adjustment. If the price of the comparable tire is \$400.00, the cost to you would be \$200.00 plus Federal Excise Tax (U.S. only), mounting, balancing, any other applicable taxes and government-mandated charges.

Amount Of Tread Used Original Tread	X	Value Of Comparable Tire	=	Prorated Price Of New Tire
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(Plus FET (U.S. only), other applicable taxes, government-mandated charges and mounting and balancing.)

WHAT IS A COMPARABLE TIRE?

A "comparable" new Goodyear tire may be either the same line of tire or, in the event that the same tire is not available, a tire of the same basic construction and quality with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price will be at an additional charge to you.

Any replacement tire provided pursuant to this warranty will be covered by the Goodyear warranty in effect at the time of replacement.

WHAT IS NOT COVERED UNDER THIS LIMITED WARRANTY?

- Wear conditions or tire damage due to: Road hazards (including punctures, cuts, snags, impact breaks, etc.). Wreck, collision, or fire. Fast wear, irregular wear, heel and toe wear or other wear conditions.
- Improper inflation, overloading, high-speed spinup, misapplication, misuse, negligence, racing, chain damage, or improper mounting or demounting. Mechanical condition of the vehicle.
- Chip/chunk conditions on tires intended for highway service.
- Ride disturbance after the first 2/32" (inch) treadwear or due to damaged wheels or any vehicle condition.
- Any tire intentionally altered after leaving a factory producing Goodyear tires to change its appearance (example: white inlay on a black tire).
- Tires with weather cracking which were purchased more than four (4) years prior to presentation for adjustment. If you have no proof of purchase date, tires manufactured four (4) or more years prior to presentation are not covered.
- Material added to a tire after leaving a factory producing Goodyear tires (examples: tire fillers, sealants or balancing substances). If the added material is the cause of the tire being removed from service, the tire will not be adjusted.
- Any Goodyear Commercial Truck tire with the word "Mileage" on the sidewall.
- Tires removed from service due to improper repairs.
- Loss of time, inconvenience, loss of use of vehicle, incidental or consequential damage.

GOODYEAR

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www.goodyeartrucktires.com

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Note: Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This limited warranty is applicable only in the U.S. and Canada.

WHAT IS THE PREMIUM RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

Goodyear Premium Casings	
G305* AT LHD™ Fuel Max*	G662* RSA™ Fuel Max*
G316* LHT™ Fuel Max*	G399* LH5* Fuel Max*
G316* LHT™ DuraSeal + Fuel Max™	GS72 LHD™ Fuel Max*

Goodyear premium casings in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5 will be warranted for covered conditions through the first retread for a period of seven (7) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear Authorized Retreader, these premium casings will be warranted for covered conditions for an unlimited number of retreads for a period of seven (7) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing credit is based on local currencies in the country where the adjustment takes place. Casing allowances are \$130.00 for tires with original tread and \$100.00 after retreading in both the U.S. and Canada.

WHAT IS THE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

All other Goodyear Unisteel radial light truck or radial medium truck tires will be warranted for covered conditions through the first retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear Authorized Retreader, except G392 SSD™ DuraSeal + Fuel Max™ and G394 SST* DuraSeal + Fuel Max™ (see paragraph below), casings will be warranted for covered conditions for an unlimited number of retreads for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded, all G392 SSD DuraSeal + Fuel Max and G394 SST DuraSeal + Fuel Max will be warranted for covered conditions for one retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

Casing values are based on the predetermined casing value at the time of adjustment. See your servicing Dealer for these values.

HOW DO YOU KNOW WHEN YOUR TIRES WERE MANUFACTURED?

Tires with a DOT number ending with 0909 or greater were manufactured after 03/01/2009 (0909 refers to the 1st week of March 2009). These tires are covered under the provisions of this warranty coverage.

WHEN DOES THE WARRANTY END?

Premium Radial Medium Truck tires have delivered the full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible or seven (7) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE PREMIUM RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

All other Goodyear Unisteel® radial light truck or radial medium truck tires have delivered the full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible or four (4) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

HOW DO YOU OBTAIN AN ADJUSTMENT?

- You must present the tire to be adjusted to an authorized Goodyear Commercial Tire Retailer. Please consult your telephone directory or visit www.goodyeartrucktires.com for locations. Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.
- You must pay for taxes or any additional services you order at the time of adjustment.
- No claim will be recognized unless submitted on a Goodyear claim form (supplied by a Goodyear Commercial Tire Retailer) that is completely filled out and signed by you, the owner of the tire presented for adjustment, or your authorized agent.

WHAT ARE YOUR LEGAL RIGHTS?

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR OR SHALL BE IMPLIED BY LAW.

LIMITATION OF DAMAGES: IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL GOODYEAR BE LIABLE TO THE BUYER FOR CONSEQUENTIAL, LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, PUNITIVE OR OTHER DAMAGE, COST (INCLUDING FOR REPLACEMENT TRANSPORTATION), EXPENSE OR LOSS OF ANY KIND. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Note: No Representative or Dealer has authority to make any representation, promise or agreement on behalf of Goodyear except as stated herein.

Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur.

Serious injury, death or property damage may result from:

- TIRE FAILURE DUE TO UNDERINFLATION/OVERLOADING/MISAPPLICATION. Follow the vehicle owner's manual or tire placard in the vehicle.
- TIRE FAILURE DUE TO IMPACT DAMAGE/IMPROPER MAINTENANCE. Tires should be inspected regularly by a qualified technician for signs of damage, such as punctures or impacts.
- TIRE FAILURE DUE TO IMPROPER REPAIRS. See Rubber Manufacturers Association (RMA) established repair procedures at www.rma.org, and/or go to www.goodyear.com for information on proper repair procedures.
- EXPLOSION OF TIRE/RIM ASSEMBLY DUE TO IMPROPER MOUNTING. Only specially trained persons should mount tires. When mounting tires, use a safety cage and a clip-on extension air hose to inflate.
- FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.
- FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING.
- TIRE SPINNING. On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (56 kph), as indicated on the speedometer.
- EXCESSIVE WHEEL SPINNING. This can also result in tire disintegration or axle failure.

FOR SERVICE ASSISTANCE OR INFORMATION:

- First contact the nearest Authorized Goodyear Commercial Tire Retailer.
- If additional assistance is required:
 - In the U.S., write to —
Goodyear Customer Assistance Center
Department 728
200 Innovation Way
Akron, OH 44316
 - In Canada, write to —
Goodyear Customer Assistance Center
450 Kipling Avenue
Toronto, Ont. M8Z 5E1

GOODYEAR

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www.goodyeartrucktires.com

Exhibit D: Manufacturer Warranty

DUNLOP® MEDIUM TRUCK TIRE MANUFACTURER'S LIMITED WARRANTY

United States and Canada

LIMITED WARRANTY

WHO IS ELIGIBLE FOR WARRANTY COVERAGE?

You are eligible for the benefits of this limited warranty if you meet all of the following criteria:

- You are the owner or authorized agent of the owner of new Dunlop® medium radial truck tires.
- Your tires bear Department of Transportation (DOT) prescribed tire identification numbers and are not branded "NA" (Not Adjustable).
- Your Dunlop medium radial truck tires have been used only on the vehicle on which they were originally installed according to the vehicle manufacturer's or Dunlop's recommendations.
- Your tires were purchased on or after May 1, 2011.

WHAT IS COVERED AND FOR HOW LONG?

1. FREE TIRE REPLACEMENT – Dunlop medium radial truck tires covered by this warranty that become unserviceable due to a covered warranty condition during the first 2/32" (inch) treadwear or 12 months from date of purchase, whichever comes first, will be replaced with a comparable new Dunlop tire without charge. You pay only for the mounting and balancing. (Without proof of purchase, date of manufacture will be used to determine eligibility.)

2. PRORATED TIRE REPLACEMENT – Tires worn beyond the first 2/32" (inch) treadwear that become unserviceable due to a covered warranty condition will be replaced on a prorated basis. You are responsible for mounting, balancing, any additional services you order at the time of adjustment, as well as any taxes and government-mandated charges.

HOW WILL THE PRORATED CHARGES BE CALCULATED?

The replacement price will be calculated by multiplying the current Dunlop advertised selling price at the adjustment location by the percentage of usable original tread that has been worn off at the time of adjustment. You pay for mounting, balancing, an amount equal to the full current Federal Excise Tax (FET - U.S. only), any other applicable taxes for the comparable new Dunlop replacement tire and any government-mandated charges.

EXAMPLE:

If your disabled tire had an original 16/32" (inch) of usable tread depth and is worn to 8/32" (inch) of usable tread, you have used 50% and therefore must pay 50% of the advertised selling price of a comparable tire, plus an amount equal to the full current Federal Excise Tax (U.S. only) applicable to the comparable new replacement tire at the time of adjustment. If the price of the comparable tire is \$400.00, the cost to LIMITED WARRANTY you would be \$200.00, plus Federal Excise Tax (U.S. only), mounting, balancing, any other applicable taxes and government-mandated charges.

$$\frac{\text{Amount of Tread Used}}{\text{Original Tread}} \times \text{Value Of Comparable Tire} = \text{Prorated Price Of New Retread Tire}$$

Plus FET (U.S. only), other applicable taxes, government-mandated charges, and mounting and balancing.)

WHAT IS A COMPARABLE TIRE?

A "comparable" new Dunlop medium radial tire may be either the same line of tire or, in the event that the same tire is not available, a tire of the same basic construction and quality with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price will be at an additional charge to you.

Any replacement tire provided pursuant to this warranty will be covered by the Dunlop warranty in effect at the time of replacement.

WHAT IS NOT COVERED UNDER THIS LIMITED WARRANTY?

- Wear conditions or tire damage due to: road hazards (including punctures, cuts, snags, impact breaks, etc.), wreck, collision, fire, fast wear, irregular wear, heel and toe wear, or other wear conditions.
- Damage due to improper inflation, overloading, high-speed spinup, misapplication, misuse, negligence, racing, chain damage, or improper mounting or demounting.
- Damage due to mechanical condition of the vehicle.
- Chip/chunk conditions on tires intended for highway service.
- Ride disturbance after the first 2/32" (inch) treadwear or due to damaged wheels or any vehicle condition.
- Any tire intentionally altered after leaving a factory producing Dunlop tires to change its appearance (example: white inlay on a black tire).
- Tires with weather cracking which were purchased more than four (4) years prior to presentation for adjustment. If you have no proof of purchase date, tires manufactured four (4) or more years prior to presentation are not covered.
- Material added to a tire after leaving a factory producing Dunlop tires: (example: tire fillers, sealants or balancing substances). If the added material is the cause of the tire being removed from service, the tire will not be adjusted.
- Tires removed from service due to improper repairs.
- Loss of time, inconvenience, loss of use of vehicle, incidental or consequential damage.

NOTE: Some States Or Provinces Do Not Allow The Exclusion Or Limitation Of Incidental Or Consequential Damages, So The Above Limitations Or Exclusions May Not Apply To You.

This Limited Warranty Is Applicable Only In The United States And Canada.

WHAT IS THE PREMIUM RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

Dunlop Premium Casings			
SP193 FM	SP384 FM	SP456 FM	SP464

Dunlop premium casings in sizes 11R22.5, 11R24.5, 285/75R24.5 or 295/75R22.5, casings will be warranted for covered conditions through the first retread for a period of six (6) years from the date of the casing DOT serial number or proof of purchase if available.

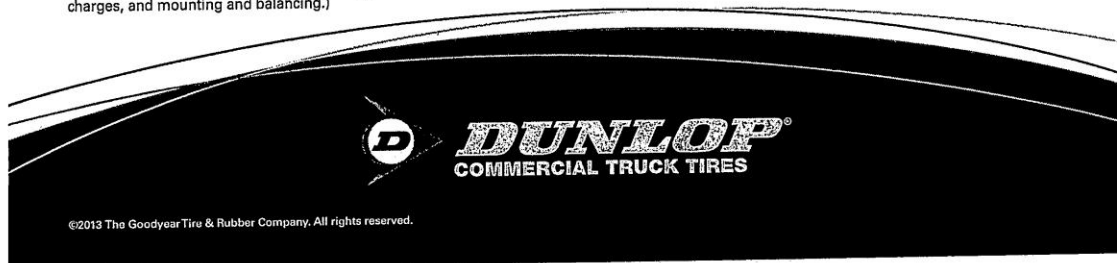


Exhibit D: Manufacturer Warranty

If retreaded by a Goodyear Authorized Retreader, these premium casings will be warranted for covered conditions for an unlimited number of retreads for a period of six (6) years from the date of the casing DOT serial number or proof of purchase, if available. Casing credit is based on local currencies in the country where the adjustment takes place. Casing allowances are \$100.00 for both U.S. and Canada.

WHAT IS THE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?

All other Dunlop medium radial truck tires will be warranted for covered conditions through the first retread for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available.

If retreaded by a Goodyear® Authorized Retreader, casings will be warranted for covered conditions for an unlimited number of retreads for a period of four (4) years from the date of the casing DOT serial number or proof of purchase, if available. Casing values are based on the predetermined casing value at the time of adjustment. See your servicing dealer for these values.

HOW DO YOU KNOW WHEN YOUR TIRES WERE MANUFACTURED?

Tires with a DOT number ending with 1811 or greater were manufactured after 5/1/2011 (1811 refers to the first week of May, 2011). These tires are covered under the provisions of this warranty coverage.

WHEN DOES THE WARRANTY END?

Premium Radial Medium Truck tires have delivered their full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible, or six (6) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE PREMIUM RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

All other Dunlop medium radial truck tires have delivered the full original tread life and the new tire coverage of this warranty ends when the treadwear indicators become visible, or four (4) years from the date of original tire manufacture or new tire purchase date (whichever occurs first). Without proof of purchase, date of manufacture will be used to determine eligibility. Casings may continue to be warranted beyond the new tire coverage. Please refer to the "WHAT IS THE RADIAL MEDIUM TRUCK TIRE CASING PROVISION?" section for warranty details on casings.

HOW DO YOU OBTAIN AN ADJUSTMENT?

- A. You must present the tire to be adjusted to an Authorized Dunlop Commercial Tire Retailer. Please consult your telephone directory for locations. Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company or Goodyear Canada Inc.
- B. You must pay for taxes or any additional service you order at the time of adjustment.
- C. No claim will be recognized unless submitted on a Dunlop claim form (supplied by a Dunlop Commercial Tire Retailer) completely filled out and signed by you, the owner of the tire presented for adjustment, or your authorized agent.

WHAT ARE YOUR LEGAL RIGHTS?

This warranty gives you specific legal rights and you may also have other rights that vary from state to state and province to province.

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR/DUNLOP HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR/DUNLOP OR SHALL BE IMPLIED BY LAW.

LIMITATION OF DAMAGES: IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL GOODYEAR/DUNLOP BE LIABLE TO THE BUYER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, PUNITIVE OR OTHER DAMAGE, COST (INCLUDING FOR REPLACEMENT TRANSPORTATION), EXPENSE OR LOSS OF ANY KIND. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

NOTE: No Representative or Dealer has authority to make any representation, promise or agreement on behalf of Dunlop except as stated herein.

Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer.

Under no circumstances is this warranty a representation that a tire failure cannot occur.

⚠ SAFETY WARNING:

PROPERTY DAMAGE, SERIOUS INJURY OR DEATH MAY RESULT FROM:

- **TIRE FAILURE DUE TO UNDERINFLATION/OVERLOADING/MISAPPLICATION.** Follow the vehicle owner's manual or tire placard in vehicle.
- **TIRE FAILURE DUE TO IMPACT DAMAGE/IMPROPER MAINTENANCE.** Tires should be inspected regularly by a qualified technician for signs of damage, such as punctures or impacts.
- **TIRE FAILURE DUE TO IMPROPER REPAIRS.** See Rubber Manufacturers Association (RMA) established repair procedures at www.rma.org and/or go to www.goodyeartrucktires.com for information on proper repair procedures.
- **EXPLOSION OF TIRE/RIM ASSEMBLY DUE TO IMPROPER MOUNTING.** Only specially trained people should mount tires. When mounting tires, use a safety cage and clip-on extension air hose to inflate.
- **FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.**
- **FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING.**
- **TIRE SPINNING.** On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (56 kph), as indicated on the speedometer.
- **EXCESSIVE WHEEL SPINNING.** This can also result in tire disintegration or axle failure.

FOR SERVICE ASSISTANCE OR INFORMATION:

1. First contact the nearest Authorized Dunlop Commercial Tire Retailer.
2. If additional assistance is required:
 - **In the U.S., write to –**
Dunlop Customer Assistance Center
Department 728
200 Innovation Way
Akron, OH 44316
 - **In Canada, write to –**
Dunlop Customer Assistance Center
450 Kipling Avenue
Toronto, Ont. M8Z 5E1



Electronic Approval History				
	User ID	Approver Name	Datetime	Description
1	JDEGNER	Degner,John	07/20/2015 8:34:06AM	Agency Fiscal Approval
2	L247543	Sublett,Leila	07/20/2015 3:00:32PM	IDOA Procurement Approval
3	M292915	Kent,Matthew W	07/20/2015 3:01:16PM	SBA Approval
4	M294285	Knight,Margaret Rachel	07/21/2015 9:28:17AM	Attorney General Approval
5	C245236	Monte,Christine	07/21/2015 3:42:36PM	Attorney General Approval